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THE SOLICITORS' JOURNAL.

LONDON, SEPTEMBER 7, 1861.

CURRENT TOPICS.

We lay before our readers this week an abridgment of the address of the Right Hon. Joseph Napier at the Social Science Congress, retaining *in extenso* the remarks of the learned writer whenever they touch upon practical questions of law reform. In studying these views every attentive observer will be struck with the love of scientific method which they display. Mr. Napier takes up, for example, the question of the assimilation of legislation for England to that of Ireland. He argues that until the most complete community of rights is obtained for both countries, the Union cannot be said to have realized its purpose. He observes that there is now in Ireland a commission for inquiring into the procedure of the law courts. Why, he asks, should there have been any difference in the two modes of procedure? The learned author, we conceive, is not to be understood as seriously inquiring for *a cause* of the difference between the procedure in the courts of England and Ireland: he is complaining that any such distinction has ever been permitted. It is only another form of telling us, in the *à priori* mode, that from the first the forms of legal procedure *ought to have been* the same for the two kingdoms, although they were not the same, for reasons on which it is now needless to speculate. From this aspect of the question many experienced and sincere law reformers will turn aside. They will contend that laws and the administration of laws, like constitutions, grow, and are not made; and that their practical utility depends upon their origin. If they spring from time to time from the wishes of a nation, if they vary with its wants, and follow faithfully its changes in social life, politics, and religion, they will be honoured and obeyed; and to that extent and in that degree only. But the system of a theorist, enforced by unsympathising power, will be practically a dead letter. A formula, however symmetrical, which embodies no vital principle, will be as odious in practice as it is exact in theory. The question of the Irish marriage law, is one of those delicate topics, which cannot be approached without the risk of awakening old animosities. Here, as before, the causes of the diversity in the law of Ireland, are apparent, or at least ascertainable; and how, we ask, could conflicting circumstances of race and religion, to say no more, have led to any other than an incongruous result. It is in vain to lament over a state of things which at least has the merit of faithfully reflecting the political and religious history of the nation. To remove these blemishes is no doubt the worthy task of the scientific jurist, but we cannot forget that reform, to be valid, must be based, not upon an abstract ideal of uniformity, but upon the express will of a majority in intelligence of the people of Ireland. Mr. Napier's arguments in favour of a department of justice, must necessarily be submitted to the same ordeal of public opinion. The experience of the last session of Parliament has shown that the Legislature, at any rate, are not so juristical in their views as to consent to the establishment of a chief judge in bankruptcy, an office which they deemed useless, merely for the sake of uniformity. Modern demands for reform come from a public not yet enlightened enough to insist upon a legal system which shall be gracefully uniform and logically consistent, as well as practically useful. But why are we led into these reflections? Not to point out to the admirable reformers of our legal systems what they well know already, that theoretical legislation for the United Kingdom, is impracticable; but to show that their endeavours must be mainly directed to prepare the public mind for the improved system which they advocate. In this country, the first desideratum in law is convenience; the second is cheapness; the third and last are precision and uniformity. The efforts of the social science lawyers, therefore, in spreading a taste for scientific improvement, are most praiseworthy; and Mr. Napier's views, so far as they tend in the same direction, deserve our warmest support, as members of a profession, to which the science of method has hitherto been so sparingly applied. No lawyer could more appropriately fill the chair in a department of jurisprudence than Mr. Napier, and his language is distinguished alike by scholarship and by eloquence. An appropriate sequel to the president's address is to be found in the paper by Mr. J. N. Higgins, pointing out the abundant failures of the last Session of Parliament, and the apparent inefficiency of our existing legislative processes. Of this paper we have been compelled to give only a brief summary. In future numbers we hope to continue the series thus begun by giving some of the more interesting papers in full.

THE LANDED ESTATES COURT—TRANSFER OF TITLE IN LAND.

No. 1.

The compilation of a bankruptcy code under which the expenses of winding up insolvent estates subject to the control of the Court might be diminished, and the discovery of a cheap system of effecting the transfer of title to land, have been for several years past the two most prominent topics of discussion amongst the legal public. The former was the desideratum of commerce, just as the latter is regarded as a sort of philosopher's stone by most of those who take an interest in our real property code. There are natural ills, however, inherent in our social condition, of which kings or laws can cure but a small portion. It is unreasonable to expect that the scattered liabilities due to a speculating and imprudent establishment can be as cheaply collected as the good debts of a cautious firm. Nevertheless, a remedy was sought for in a change of the bankrupt law; and it is only to be hoped that, if the new code fails to satisfy the mercantile world, it will not introduce, as it threatens to do, further complications in the law of creditor and debtor. The discussions of the proposed mercantile law have for some time past absorbed almost the whole attention of law reformers, and have thus diverted public notice from the state of our real property system, which now bids fair in its turn to be the subject of legislative amendment. We do not think, indeed, that we shall ever see commissioners sitting in London invested with powers to bind the rights of persons not parties to the suit before them. Nevertheless, it must be remembered that Sir Hugh Cairns, when in office in 1859, introduced two bills which were intended to have such an operation. That the experiment is perfectly feasible is shown by the system of land transfer at present established by law in South Australia, of which we gave an account (*ante* pp. 176, 196), as also by the statistics of the Irish Landed Estates Court. That judicature was established in the year 1859, and during the first decade of its existence was called upon to adjudicate upon 4,413 petitions, of which 1,363 were presented by the owners of landed estates themselves. Of the first hundred petitions only six were presented by the owners; of the last hundred, 47, within the period mentioned—viz., from 1849 to 1859. The Court pronounced 3,517 orders for sale, and ordered the execution of 8,364 conveyances. The gross proceeds of sales amounted to £23,160,000, a sum which was realised at a cost of about £3 10*s.* per cent. The number of Chancery suits stopped by the

proceedings in this court was 1,298. Over 3,200,000 acres, or about one-sixth of the area of Ireland, has been disposed of by this tribunal, which has, at the same time, distributed the sum of £28,000,000. The first conception of the principle of the Act has been variously ascribed to Mr. Christie, Sir John Romilly, Lord St. Leonards, and Sir Robert Peel. It is unnecessary, however, to investigate its parentage. It was established because it coincided with the views of a large and influential class in both countries, and was considered to be eminently suited to the peculiar condition of Ireland in 1849.

The Incumbered Estates Court was first set on foot by the Act of the 11 & 12 Vict. c. 48. The essential difference between the jurisdiction conferred by this Act and the powers exercised by the Court of Chancery was that a conveyance by the Incumbered Estates Court conferred a parliamentary title—in other words, a conveyance executed by a commissioner of the Court was as valid in each particular case as if a special Act of Parliament had been passed declaring such conveyance indefeasible and indisputable. No purchaser could object to the title on the ground of want of parties to the suit, or of an outstanding legal or beneficial estate. The conveyance of the Court bound all alike, whether parties or not, and passed the fee simple or such other interest as it might profess to convey despite of any claim or title, legal or equitable. Although the principle of the Act had been long before the public in the shape of an abstract proposition, yet the arbitrary powers entrusted to the commissioners of the Court were such a novelty in our jurisprudence that the judicature was regarded with a jealous eye, and the triumvirate of assessors were invested with their dictatorial powers at first only for five years. Four Acts were passed subsequently, renewing successively the periods of their tenure of office, until finally, in 1858, the Court was constituted a permanent tribunal. Its jurisdiction was then also greatly enlarged. According to the original Act the Court merely pronounced upon the title, ordered a sale, and adjusted the priorities of incumbrances. It was even then, indeed, a court of equity as well as of law, as regarded equitable estates or incumbrances. But it administered only a small portion of executive, as distinguished from regulative and declaratory, powers in equity. Thus, it could not enforce a specific performance, even in cases where the parties had agreed to have the sale of an estate transacted under the Court. The inefficiency of the Incumbered Estates Court in this respect has been in a great measure remedied by the Act by which the present Court is regulated; so that its existing powers with respect to real estate are almost as extensive as those of the Court of Chancery, whilst they are necessarily more efficacious. A sale could not have been had under the original Act, unless the incumbrance in respect of which the petition was presented affected a term of not less than fifty years, and unless it had also been created by the owner of an estate of inheritance. The rights of lessees or occupiers in possession, and of persons entitled to commons and easements, as also rent-charges in lieu of tithes, crown rent, and quit rent, were also excepted out of the operation of the Act.

The Court is at present regulated by the Act 21 & 22 Vict. c. 72. The former title of the Court was changed by this Act to that of the "Landed Estates Court." The commissioners were appointed permanent judges, and the Court was established on a durable basis, and with enlarged powers. The judges may receive affidavits in evidence, examine witnesses, or take evidence either by commission or otherwise, in any manner in which the Court of Chancery might then or subsequently be empowered to receive evidence. The Court has all the powers of a court of equity for investigating title and determining the priorities of incumbrances, as also for enforcing the specific performance of contracts, if these are entered into expressly under the Act. This tribunal may also direct issues of fact to be tried by a jury before itself. Originally, an appeal could not be brought from a decision of the commissioners without their consent, and the period for appeal was limited to a month. This period has been extended to three months; and an appeal may now be brought without the previous sanction of the commissioners. Appeals lie first to the Court of Appeal in Chancery, and may afterwards, within twelve months, be prosecuted before the House of Lords. The owner of an unincumbered estate, not being a trustee, other than a trustee for sale, may, as he might before, apply for a sale of his land under an order of the Court; or he may have his title investigated, and if it be found satisfactory, may obtain a judicial declaration of indefeasible title, and have such title registered without proceeding to a sale. An incumbrancer within the meaning of the term, as defined by the Act, may also apply for a sale; and it is now no longer necessary that his charge should have been created by an owner of an estate of inheritance; for if a charge be secured by a term of not less than ninety-nine years, of which at least sixty are unexpired, provided only it was created by a person who was owner of a larger estate, that also is an incumbrance within the meaning of the Act. The Court has, in addition to its normal Parliamentary powers, the jurisdiction possessed by the Court of Chancery for the sale of settled estates under the 19 & 20 Vict. c. 120.

After a contract has been made for the sale of any estate in Ireland, it is lawful for the vendor and purchaser jointly, or, if the contract shall so provide, for the vendor or purchaser individually to apply for a conveyance with indefeasible title; and the Court, as incidental to the application, is ordered to exercise the powers now exercised by the Court of Chancery in respect to specific performance. Whenever a decree for sale is pronounced by the Court of Chancery, or by any judge of the Court of Bankruptcy and Insolvency in Ireland, it is to be carried into effect by the Landed Estates Court exclusively, unless the former Courts, upon the representation of the parties, or on account of the small value of the land in question, should deem it expedient to retain the conduct of the sale. The Court may order the conversion of renewable leaseholds in perpetuity into fee farm grants, according to the principles of the Irish Renewable Leasehold Conversion Act. This provision is likely to have a very salutary effect, as a considerable portion of Irish soil is held under reversible leases—a mode of tenure that corresponds in some respects with that of English customary estates, but is productive of litigation, by reason of the necessity which exists for renewal of the leases from time to time, and the consequent frequent applications which are made to the Court of Chancery to order a renewal, even though the legal period, within which a renewal should have been made, has elapsed.

Recent Decisions.

REAL PROPERTY AND CONVEYANCING.

ENTRY ON COURT ROLL OF A DISENTAILING DEED OF COPYHOLDS.

Honeywood v. *Foster*, M. R., 9 W. R. 855.

In the absence of any special equity the Court is not only governed by legislative enactments and rules of law as regards legal interests, but it even moulds the subjects of its peculiar jurisdiction by analogy to the rules of law. Thus it has always observed the rules of law as to the nature of trust estates, their descent, the administration of legal assets, and the Statutes of Limitation. Even prior to the statute 3 & 4 Will. 4, c. 74, the Court would not entertain stale claims, on the ground that, even though the petitioner's claim were purely equitable, and, consequently, not affected by the old Statute of Limitations (21 Jac. 1, c. 16), nevertheless it was necessary, on grounds of public policy, that long possession should not be disquieted by a party who had slept on his rights; *Cholmondeley* v. *Clinton*, 1 Bli. 1. It is, perhaps, not going too far

to assert that, if courts of law had allowed full scope to the plea of fraud, and admitted in evidence every matter calculated to prove fraud on the part of the opposite party, the Court of Chancery would have ceased to be required to administer its peculiar jurisdiction. For almost every single ground of that jurisdiction is based upon fraud. Thus, when it enforces a trust, or compels a specific performance, it does nothing but what a court of law should do, if it were as astute as it ought to be in recognising every phase of fraud. The rules of jurisprudence which courts of law and of equity respectively adopt for their guidance as to the interpretation of Acts of Parliament, private instruments, the devolution of property, &c., are almost identical. Notwithstanding this striking resemblance in the main features of our law and equity systems, the distinctness of their respective tribunals sometimes leads a litigant to suppose that an element of chance is introduced into his case either by reason of the supposed discretion of a court of equity, if his case is before such a court, or by reason of the technical tendencies of a court of law, if his suit is brought there. The present case goes far to show that, in the absence of those special circumstances which are appropriate to the peculiar cognizance of a court of equity, the equitable and the legal merits of a case are not likely to be very different from each other.

The Master of the Rolls has decided, in the present case, that disentailing assurances of copyhold should be entered on the court rolls of the manor of which the lands thereby disposed of are parcel, within six months after the execution of the deed. The Act for the Abolition of Fines and Recoveries, 3 & 4 Will. 4, c. 74, requires (sect. 41) that a disentailing deed of freehold land should be enrolled in the Court of Chancery within six months. The 50th section of that Act provides "that all the previous clauses in this Act, so far as circumstances and the different tenures will admit, shall apply to lands held by copy of court roll," &c. This section clearly directs that whatever is done with respect to copyholds is to be regulated by the previous clauses. Lest, however, the 50th section should be held to direct that disentailing assurances of copyholds should be enrolled in Chancery the 54th section negatives such an assumption by enacting that enrolment is not to be required in respect of copyholds otherwise than by entry on the court rolls. The Act makes a distinction between legal and equitable estates tail in copyholds; but this did not touch the present question, although the entail in the case was of an equitable estate. There is no express direction in the Act as to the time within which a disentailing deed of such lands should be entered on the court rolls. The Court, therefore, had to pronounce, in the absence of any distinct provision on the matter, whether such enrolment might be made within a reasonable time, or should be made within six months, in analogy to the rule regarding freeholds. His Honour considered that the 41st section was extended by the 50th to deeds relating to copyholds as to the time limited for enrolment. Copyholds, indeed, cannot be entailed unless where there is a special custom of the manor to that effect; 3 Rep. 8. As custom is so much of the essence of copyhold tenure, it may be supposed that this decision involves an extension of a legal enactment by implication to a class of tenures to which it should not be held to apply except so far as its express terms rigidly demand. But we think that since the Legislature provided by special provisions for the disentailing of copyhold lands, it has become the duty of courts of law and of equity alike to effectuate the intent of the Fines and Recoveries Abolition Act. The disentailing deed in the present case had been enrolled in Chancery, but was not entered on the court rolls until fourteen years after its execution, at a time when the disentailer was dead. It has been decided that enrolment of a disentailing deed must be made within the lifetime of the disentailer; *Hawkins* v. *Kemp*, 3 East. 410. It was not necessary to have decided in the present case that a like rule should be observed as to the entry of copyholds on the court rolls. But there is little doubt that the decision in *Hawkins* v. *Kemp* would be held to apply to lands of this tenure. The 47th section of the Fines and Recoveries Abolition Act has so carefully excluded all discretion on the part of a court of equity in respect to assurances under the Act, that it can seldom if ever apply its peculiar rules to the determination of such cases. As to these assurances, therefore, equity does not so much follow the law voluntarily, as it is compelled strictly to obey legal rules.

Mr. Thomas Price, of the Town House, Mile End, and 24, Abchurch-lane, London, has been appointed a London commissioner to administer oaths in chancery.

Correspondence.

TITHE RENT CHARGE.*

The £4 10s. set opposite to No. 340 is the sum charged upon that land, and the sum which the tithe owner is entitled to recover by distress and entry thereon. (See 6 & 7 Will. 4. c. 71, ss. 55, 81, 82.) C.

INVESTMENTS BY TRUSTEES.—EAST INDIA STOCK.

Trustees ought not to invest in East India £5 per cent. Stock. That stock has not the security of any imperial guarantee like the old East India Stock; but the debt thereby created and the dividends thereon are simply charged upon the revenues of India.

Trustees acting *bonâ fide* to the best of their discretion will be protected in making an investment in the old East India Stock; but the Full Court of Appeal, in the exercise of its discretion, has refused to order such an investment, the income of the tenant for life being ample without it (*Cockburn* v. *Peel*, 9 W. R. 725); and the Master of the Rolls has refused to allow an investment to be made in that stock (*Ungless* v. *Tuff*, 9 W. R. 729). C.

The views of the Court of Chancery upon this matter (by which trustees must be guided) are fully set forth in the case of *Cockburn* v. *Peel* (L. C. & LJ., 9 W. R. 725), decided June 12th, 1861. And although in the more recent case of *Equitable Assurance Company* v. *Fuller* (V.C.W., 9 W. R. 400; confirmed on appeal, see *Standard*, 18th of July, 1861), decided 2nd March and 17th July, 1861, in favour of the applicant, the settlor, with the agent of the trustees, but without costs, yet the Court above seems to have been influenced by the circumstance that the changed investment had been already made, and the two learned judges (in the court above) do not seem to have been agreed. They both, moreover, intimated that the course pursued in *Cockburn* v. *Peel* would be in general adhered to.

It will be seen on reference to these cases that the interests of those in remainder are especially to be regarded. The difficulty in the *Colne Valley case* is put out of the way by the more recent statute. G. C.

ATTESTATION OF WILLS.

The following form of attestation is sufficient:—

"Signed by the above-named A. B., the testator, as his last will and testament, in our presence, both being present at the same time, and subscribing this attestation in the presence of each other and of the testator." C.

I beg to recommend the following form (which is something similar to the one signed by "B. P. A.," except the omission of the word "published" (which I believe 1 Vict. c. 26, s. 13, renders unnecessary), it having been used for a considerable period and passed without question:—

"Signed and declared by the said A. B., the testator, as and for his last will and testament, in the presence of us (present at the same time), and who, in his presence and in the presence of each other, subscribe our names as witnesses."

G. A. J.

PRICE OF LAW BOOKS.—DUTY OFF PAPER.

Will you kindly allow me to call the attention of the profession to the high price we are compelled to pay for our law books, and see if something cannot be done by us to bring down those high prices.

I have recently been favoured with a letter from an eminent author of several very valuable legal works, and in reply to a letter from me, asking him if he intends to bring out another volume of his work, he says as follows:—

"I *do not* intend to continue it. The truth is, my publisher, who had an interest in it, would insist upon affixing so *monstrous a price* to it that it met with a most limited and unremunerative sale. I told him at the outset that 3*s.* or 3*s.* 6*d.* would be ample for it, and that 7*s.* 6*d.* would operate as a complete bar to its sale. However, he would insist upon 7*s.* 6*d.*;

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* *Ante*, p. 728.

and the consequence was as I foretold. . . . The price charged (7*s.* 6*d.*) was really extortionate."

You will see from the above that the author thought 3*s.* or 3*s.* 6*d.* was ample for his little work. The publisher would insist on 7*s.* 6*d.* The consequence was no one scarcely bought it; and the work—a very useful one—did not pay.

I would suggest to the authors of legal works to keep the copyright themselves, and be their own publishers, and not allow them to fix the price, and such a price that completely retards their sale.

I do hope and trust that authors will take this hint; and as the duty will be very shortly taken off paper, we shall be enabled to purchase law books at a moderate price.

AVOCAT.

ESTATE OF WIDOWS IN FREEHOLDS.

A. having contracted for purchase of a freehold estate, and paid part of the purchase-money, died, leaving a widow and also a daughter under age, before the conveyance was made. What estate has the widow, and how is the contract to be completed.

W.

NEW GENERAL ORDERS IN BANKRUPTCY.

By the 45th section of the new Bankrupt and Insolvent Act, the Lord Chancellor, with the assistance of two Commissioners, is to frame general orders "for regulating the practice and procedure of the Courts of Bankruptcy and the several forms of petitions, orders, and other proceedings to be used in the said courts in all matters under the Act," and by the 46th section like general orders are to be framed for regulating the practice and procedure of the County Courts.

As the schedules to the Act are very few and of very limited application, the whole or nearly so, working part of the Act is left subject to "such forms as general orders shall direct," and until they are issued it is of little practical use to read the Act itself.

Now it is as to the preparation of these general rules and orders that I wish to call the attention of the profession, as it is by them that they will have to work in their every day application of the Act to the twelve or fifteen thousand bankruptcies and insolvencies annually coming before them, to say nothing of trust deeds and assignments for benefit of creditors.

What I want to see, is some of the leading practising attorneys and solicitors consulted on the matter, and not for the preparation of these rules and orders to be left to some chancery draughtsman; so that we may escape such arbitrary rules as (for instance) the 41st of the present existing ones, whereby the size of the paper on which the proceedings are written is fixed at the size of 16×10 inches—a size larger than foolscap, and smaller than draft paper as commonly used by solicitors; it requiring the special leave of the Court to receive any proceedings on any other sized paper. Understand, pray, that I do not object to a uniform size being generally used, but why not adopt the usual and common draft or foolscap size, and not an unsual, intermediate, and uncommon size? I merely mention this as one of those practical matters which a barrister, or other functionary unaccustomed to the practical working of the Act, would overlook. I could give dozens of other instances of ill-judged *spaces* given in the different forms used, all which, however slight and unimportant they may seem, yet are of more importance to the practitioner than would at first appear.

I therefore suggest that the Incorporated Law Society, and the Metropolitan and Provincial Law Association, communicate with the Lord Chancellor, offering their assistance in settling the forms, &c.; and I would further suggest that a draft of the orders and forms be printed and sent to the registrars of all the bankruptcy and county courts, for their remarks and suggestions thereon, with a sufficient number of spare copies for distribution to the leading practitioners in their respective courts, who might be willing to assist in the matter.

As the Act comes in force in less than six weeks' time, and at a most inconvenient time too—during the long vacation, when many are away—there is no time to be lost.

No book of practice will be of any good till the rules and orders are issued; therefore no editor can dare to go to print on "The New Bankruptcy Law" before he gets them to incorporate into his book, as no one would buy half a thing, which the Act without the rules and orders at present is.

A PRACTICAL SOLICITOR.

Reviews.

A Handy Book of the Game and Fishery Laws. By GEORGE C. OKE, author of "The Magisterial Synopsis" and "Formulist," "The Laws of Turnpike-roads," &c. London: Butterworths. 1861.

This treatise appears to leave nothing to be desired by the reader of this branch of law. Although entitled a Handy-book, it is in reality a comprehensive, though succinct, work. This title, therefore, as the author informs us in the preface, has been used by him "rather to denote the portability of the work than as implying its contents to be a mere superficial, and, therefore, incomplete, statement of the laws upon which it treats." It gives *in extenso* the several enactments relating to its subject-matter, as also the decisions and other authorities; and contains forms of the various proceedings. These are appended to the chapters, which treat respectively of the different offences in respect of the seasons and days of shooting, gamekeepers, licenses, landlords' and tenants' rights and liabilities with respect to game, trespasses, &c., &c. There are not less than forty-one statutes relating to the subject-matter of this treatise referred to by the author. Of this conglomeration of enactments twenty-seven were passed in the present reign. One of these statutes, however, redeems in a great degree the character of our recent legislators as to the reproach of officious incompetency, to which such random compilations justly lay them open—we refer to the 24 & 25 Vict. c. 109, which is to come into operation on the 1st of next October, and which consolidates the laws relating to the salmon fisheries. Would that the game laws were alike united together in a single enactment, and that the Legislature would not be reminding country gentlemen of their early mathematical studies, by the difficulties attendant upon a search after a point of game law. This is a species of information that may, on account of the trouble of acquiring it, be denominated, in Lord Bacon's words, "a *venatio Panis*." Pending this consummation, Mr. Oke's Handy-book will doubtless be found to be of the utmost use. The chapters are arranged in a good order, and exhaust the branches of which they treat respectively. The last adopts the method observed in the criminal consolidation statutes of last session (which are duly noticed as to their provisions regarding the subject matter of this work), as it comprises a "Tabular List of Penalties." This treatise deserves unqualified praise; it digests in order a branch of law that has been complicated, rather than rendered difficult of ascertainment, by a reckless accumulation of isolated enactments. It required the author of the "Synopsis" and "Formulist" to write the tenth and fourteenth chapters of the book before us. These deserve especial notice, as they treat of proceedings for penalties, and comprise in a very small compass the varied laws relating to such proceedings. We have no doubt that the Handy-book will become the *vade mecum* of every one desirous of consulting a reliable oracle upon questions of game law, which are, at present, affected by such a multitude of enactments. This treatise is carefully composed, and contains a full index.

An observation is suggested to us by a perusal of this work as to the feasibility of a consolidation of our criminal law—a proposition which Mr. Coode, in his recent pamphlet, upon which we have offered some comments (*ante* pp. 598, 686), has very ably, though, we think, not successfully, combated. The treatise before us would, doubtless, be very incomplete if it wanted the last chapter, or, to use Mr. Coode's words, if it was "truncated of its penal element." Nevertheless, penalties are so distinct in their nature from rights and duties, that any particular class of penalties belongs rather to the general class of criminal offences than to the branch of law upon a breach of the duties specified in which they are to be imposed. We think, therefore, that a treatise of a particular branch of law must, as hitherto, describe the criminal, as well as the civil, provisions of our code applicable to its subject matter, but that a consolidation statute need not be similarly comprehensive. Such a statute would, we think, be complete if it comprised all the civil enactments bearing upon the matter to which it related, and left the penal element to be provided for by a section of the general criminal code.

The game laws are a subject of interest to the sportsman, and of importance to the agriculturalist. The harvest of the present year in France is said to be sadly deficient, by reason of the devastations of certain insects, the swarms of which are attributed by the imperial commissioners who have reported on the subject to the paucity of birds who prey on such—a want which, again, is occasioned by the gastronomic partialities of our allies for birds and their eggs. The *Times* of the 21st

August contains a leading article upon this matter, which is as important as the subject is novel. It is not, however, necessary for agricultural interests that the game laws should be extended in these islands to the protection of all British birds and their domiciles, as well to those underbred species not entitled to the denomination of game, as to the classes already protected.

The Bankruptcy Manual; being a complete Summary of the present Statute Law of Bankruptcy, Arrangement, and Composition between Debtors and Creditors. By CHARLES EDWARD LEWIS, Solicitor. Richardson & Co.

On the 11th of October the new Bankruptcy Act will come into operation; and thousands of persons, traders and non-traders, lawyers and students, officials and non-officials, are, or will be, compelled, as soon as the fast-flying hours of their vacation are over, to make themselves more or less acquainted with the new law, which for good or evil must materially effect either their pecuniary or their social interests, or possibly both. To this vast class of persons Mr. Charles Edward Lewis most opportunely offers the resources of his diligence and experience in the manual before us. In sixteen chapters he lays before the reader the different branches of the subject, confining himself, as he informs us, to the law as it is written, and avoiding all reference to disputed questions, doubts, and anticipated conflicts of legislation. We are introduced, first of all, to the four methods whereby a voluntary or enforced liquidation of a debtor's estate will henceforth be carried out. The treatise then proceeds to explain in familiar language the nature, requisites, aspects and incidents of these four courses. Preliminary chapters are devoted to the constitution and powers of the new court. It is shown that the distinction between traders and non-traders will be as important as ever, whilst the difficulty of deciding who are and who are not traders will be in no way diminished. The requisite steps are pointed out to obtain an adjudication—(1) by and against a trader, and (2) by and against a non-trader, including, under the latter head, a description of the new process by means of a judgment debtor summons. In dealing with the consequences of an adjudication in bankruptcy as regards the bankrupt himself and others, the various clauses of the act of 1849 are interwoven with those of the new statute, so as to constitute a digest of the two enactments in a clear and compact form. We have here only one suggestion to offer, whereby the utility of Mr. Lewis's arrangement may be increased—which is, that the chapters should be divided into sections, numbered to correspond with the enumerated contents at the head of each chapter, as in Lord St. Leonards' "Vendors and Purchasers," and other works. Thus, a greater facility of reference will be attained. We may also observe, in passing, that mention of the "accountant" in bankruptcy appears to have been omitted from page 19. The procedure after adjudication, preferential payments, proof of debts, and declarations of dividends are next considered. A chapter then follows on the duties and liabilities of the official and creditors' assignees, as declared by the new Act. And here a new blot seems to have been hit in this unhappy specimen of modern legislation. A clause directing and providing for a discharge to be given to the creditors' assignee was inserted in the original draft of the Bill. The clause was afterwards struck out; but notwithstanding this, in sections 180 and 181, the "order for discharge" is spoken of and referred to as if it was still subsisting. This is not the only instance of obscurity in the Act complained of by the writer. In dealing with the discharge of bankrupts, Mr. Lewis comments on the doubtful policy which inspired the abolition of class certificates. Into this question, however, it is now too late to enter. It remains only to observe that the criminal law relating to bankrupts has been digested in the manner before mentioned; and the new and important legislation with respect to trust and composition deeds contained in sections 192 to 200 of the new Act is laid before the readers. Finally, the provisions of the 7 & 8 Vict. c. 70, the "Gentleman's Act," as it is popularly called, are fully explained; this being a measure which is likely to come into general request, in order to afford to non-traders a mode of escaping from the new ordeal of bankruptcy. We cordially recommend this excellent treatise, coming from a practised lawyer, to the notice of the profession and the public, feeling satisfied that no better arrangement can be suggested for dealing with an extensive subject, and that Mr. Lewis's accuracy and ability will be found to have conveyed to the reader the supposed intentions of the Legislature in the most intelligible form that is possible.

The National Association for the Promotion of Social Science.

FIRST DEPARTMENT.—JURISPRUDENCE.

Thursday, Aug. 15.

The chair was taken in this department, on the motion of Mr. G. W. Hastings (the honorary general secretary), by the Lord Justice of Appeal, one of the Vice-Presidents of the society; and subsequently by Lord Brougham, the President.

The Right Hon. JOSEPH NAPIER delivered the following opening address as president of the department:—"The limits of an opening address will not permit me to enlarge on the great theme of Jurisprudence; my present duty is to clear the ground for the discussions which are expected to take place in this section; and I have also to prepare the way for giving to the results at which we may arrive their proper effect in the systematic amendment of the law. 'In reality' (says our great countryman, Edmund Burke), 'there are two, and only two, foundations of law, and they are both of them conditions without which nothing can give it any force—I mean equity and utility. With respect to the former, it grows out of the great rule of equality, which is grounded on our common nature, and which Philo, with propriety and beauty, calls the mother of justice. All human laws are, properly speaking, only declaratory; they may alter the mode of application, but they have no power over the substance of original justice. The other foundation of law, which is utility, must be understood, not of partial or limited, but of general and public utility, connected in the same manner with and derived directly from our rational nature.' This is not merely speculative; it is the wise exposition of one who has taught us that 'nothing is desirable that is not practicable;' it is a general sketch of the law as it ought to be. Let us glance at our law as it actually exists—the incongruous heap of enactments which have been huddled together during centuries—some obsolete, some effete, some which have never effected their professional purpose; new laws thrust in to meet some special emergency, without regard to those already in force, still less to general or remote consequences; impolitic in their conception, defective in their structure and expression; text law diffused and uncertain, and too often of mere private interpretation; adjudged cases, accumulated in a confused heap; authority impaired by conflicting and discredited decisions, which help to perpetuate the evils that have been brought into the very bowels of our jurisprudence. Two centuries and a half have elapsed since the amendment of the law engaged the attention of Lord Bacon, and in succeeding times Hale and Prynne, Bentham and Mackintosh, Romilly and Brougham, have kept on foot a standing protest against the complexity, the incoherence, the still graver defects of a system of laws which ought to be a model of jurisprudence for the civilized world. Lord Bacon's elevated and comprehensive mind sketched the outline of a great reform; the statute law to be expurgated, classified, and consolidated; the common law to be digested and methodized; a standing commission to be set up in aid of current legislation. In latter times commissions for the occasion have been impulsively appointed, and have been used rather (as I may say) to stop some troublesome leak than for sufficient repair. This palliative policy has but postponed the demand for an adequate remedy. Notwithstanding all that has been done since our noble president entered upon the warfare of law amendment, there remains a wide waste to be reclaimed. The weeds increase and multiply; dust and defilement accumulate: when will the good work of clearance and cultivation be taken up with the spirit and in the way which can insure success? The remedy which has been approved by our president, and which he has so often and so ably advocated—which the late Lord Langdale pressed upon the attention of Parliament—which in 1846 was brought under the notice of the late Sir Robert Peel, and was afterwards adopted by that able and provident statesman as a part of the comprehensive plan which he suggested for reconstructing the Executive Government of Ireland—this remedy was ultimately approved by the House of Commons. In the session of 1857 an address to the Queen was presented by the House, to which a gracious answer was promptly sent by her Majesty, which led us to expect that a department of administration for the affairs of public justice would soon be constituted. The importance of such a department has grown into a necessity; and after the repeated conferences which I have had with statesmen and jurists, and the

suggestions which I have received from those who have given to the subject the thought which it deserves, I feel myself warranted in saying that such a department might be constructed at any time, in complete consistency with the prerogative of the Crown; the precedence of the Lord Chancellor, the independence of the judges, and the privileges of Parliament. It is competent to the Crown to appoint a committee of council for the affairs of public justice. There is a committee for trade, another for education, and a judicial committee. Over the new committee, the Lord Chancellor, as the great minister of justice, would properly preside, in the absence of the president of the council. The chancellorship of the Duchy of Lancaster might remunerate a vice-president of the committee, whose undivided attention might be given to jurisprudence and the amendment of the law. By an order in council, business relating to the affairs of public justice might be referred to this committee. It is now generally allowed that it is needful to collect, register, and digest the results of experience as to the working of the law, and, therefore, judicial statistics should be periodically collected by and recorded in this department. These would be obtained from the several courts of justice, and might be accompanied by such remedial or other suggestions as the judges or officers of these courts might think fit to add. Defects in the law would thus be disclosed, remedies would be discovered, obscurities arising from imperfect legislation (which, under the present system, rather provoke satirical exposure than induce remedial comment) might hereafter be noticed for the plain purpose of prompt amendment. The course of judicial decision might be followed, and when its authority might seem questionable, either from a conflict of judicial opinion, or the disapproval of the profession, or when it would be found at variance with the known intention of the Legislature, or the current opinions of some class whose interests were specially involved—in these and like cases, the attention of the committee would be directed to the subject. It would, also, from time to time, be directed to the digested results of the statistics obtained from the courts, and would be enabled, at stated intervals, to make a report to the Crown on the state of the law, as administered by the courts, and lay the foundation for such remedial measures as the Government would then feel it to be their duty to submit to Parliament."

Passing to the subject of law reports, the speaker continued: "It is a public necessity, I think, that the present system of irresponsible reporting, and the reviewing of decisions which from the time when they are published have the sanction and force of positive law, should undergo a searching scrutiny. Definitions, principles, and rulings should not be added to the stock of our jurisprudence unless they be supplied by accredited authority. I speak as to the future, but cannot overlook the past. A book has been published in New York by Professor Greenleaf; the fourth edition appeared in 1856, and it contains 548 octavo pages, being, as it is entitled, a 'Collection of overruled, denied, and doubted decisions, both American and English.' The Department of Justice would have to exercise a vigilant supervision over, and perhaps to report frequently on the administration of the criminal law. With reference to the exercise of the prerogative of mercy, advice which would be the result of responsible inquiry might be suitably tendered to the sovereign. Indeed, it is difficult to reconcile with sound principle that the verdict of a jury, founded on evidence given on oath in open court, should be superseded by secret inquiry or by any private influence. If in any case it is alleged or suggested that there are reasons which ought to satisfy the public conscience that the sentence of the law should either be remitted or reduced, is it not desirable that these should be put forward openly, and considered in a judicial proceeding? This would, in general, have a good effect on the public mind, and would give to punishment a greater certainty and a higher sanction."

The probable influence of a Department of Justice upon the machinery of legislation was thus glanced at:—"The help to be given to current legislation would probably be one of the most delicate of the duties of this department of justice. The clearance and consolidation of the statute law, the digesting and arranging of the dogmatic and judicial law, would naturally fall within the province, and come under the supervision, of this department; but it may be considered, perhaps, as of more pressing importance to get the current legislation into approved working order. It was observed by a great jurist, Lord Chancellor Hardwicke, when speaking on the subject in the House of Lords, more than a century ago, that the introduction of a new law should be the result of reason and deliberation. 'In every such case,' he says, 'we ought to consider whether a new law be necessary for the purpose intended; for no new law ought ever to be made unless it appears to be absolutely necessary, as a multitude of useless laws is one of the greatest plagues a people can be exposed to. In the next place, we ought to consider whether the inconvenience or grievance intended to be removed be of such a nature as to admit of being cured by any human law; for, if it be not, we render ourselves ridiculous by the attempt. In the third place, we ought to consider whether, by endeavouring to remove the grievance complained of, we may not probably introduce a much greater; and, in the fourth place, we ought to examine very strictly whether the law be conceived in such terms as may be effectual for the end intended, and the several clauses so clearly expressed as can admit of no doubt.' *Pace tanti viri*, I would so far alter his wise and comprehensive speech as to conclude it thus—'So carefully framed as not to admit of any reasonable doubt of what was intended.' The Houses of Lords and Commons have provided by their standing orders that, in certain cases, Bills intended to be referred to Parliament should, before they are introduced, be submitted to certain public departments. These departments may therefore report their views and make their suggestions which may assist though not control the Legislature. . . . I feel myself justified, on the present occasion, in pressing on your attention the importance of having such a department as I have suggested. I have had the cordial and consistent support of Earl Russell, both in the House of Commons and in this Association; and the very eminent jurist, the present Lord Chancellor of England, in the address which he delivered on vacating the office of President of the Juridical Society, on the 21st of February, 1859, has pronounced the establishment of a Department of Justice to be the very foundation of an improved system of jurisprudence. If, indeed, jurisprudence have a moral aspect; if it be an inductive science; we must have recourse to the method by which other branches of inductive science have been advanced since the time of Lord Bacon. We must, by reason and reflection, derive general results from particulars collected diligently by observation and experience, and by a graduated work of induction make safe and steady progress. In the celebrated report of the select committee of the House of Commons, with reference to the proceedings in the case of Warren Hastings (a report of which was drawn up by Edmund Burke), it is said of the House of Commons that 'one of its principal functions and duties is to be observant of the courts of justice, and to take due care that none of them shall pursue new courses unknown to the law and constitution of this kingdom, or to equity, sound legal policy, or substantial justice.' This is the constitutional duty of the representatives of the people. In discharging it, or rather in the honest endeavour to discharge it, how desirable it must be to have the aid of a department such as I have suggested I confidently submit to the plain good sense of the public. The agency of commissions might be thus profitably superseded, and even select committees might find their labours usefully abridged. On the score of economy, I would add, that if we calculate the expense of commissions for the last thirty years, and contrast this with what a department would have cost the country, and then consider what would have been the probable balance on the side of law amendment, under a department, instead of these commissions, we might find another illustration of the wise maxim, that the best security for a wise economy is efficiency."

The history of legislation for Ireland was thus commented on:—"It was with reference to Ireland that the late Sir Robert Peel advised that the affairs of public justice should be placed under an imperial department. His policy was sound. For this I maintain, that until there be obtained for both countries the most complete community of rights and laws that is compatible with whatever is indelibly peculiar to each, the Union cannot be said to have realised its proper purpose. Seven centuries have elapsed since England assumed the office of giving laws to Ireland; sixty years have elapsed since the Legislative Union was formally concluded. Sensitive to insult in whatever form, the Irish people are proverbially accessible to justice. Sir John Davis has reported, and Sir Edward Coke has recorded, that no nation under the sun has a greater love of justice. What a basis was this for legislative union! Have, then, the interests of all been united; or has it been the policy to unite them in the attainment of a common and improved system of just laws? Far from it. We persevere until this day—doggedly persevere—in a vicious separate system of legislation, which encumbers the statute-book and weakens the union. There are lucid intervals when we seem to understand our position, but even then we resort to some impulsive and unwise remedy. A commission is now in course of gestation for inquiring into the procedure of the courts here, with a view to assimilation with that of the courts of England. Why should

there have been any difference? Moreover, it would seem to have been supposed or assumed in England that our existing procedure had been, if not as primitive as the Breton law, at least that it was as unreformed. It was forgotten that our chancery reform preceded that of England (*experimentum in corpore vili*). In some respects it is more sweeping—in others less satisfactory. In the common law courts the reform which was completed by the labours of my right hon. friend, Mr. Whiteside, is more liberal than that in England. It is to be regretted that there should be any difference; the two systems should be compared, with a view to substitute for both what might be better than either. I have always advocated such assimilation. When a commission was issued in 1859, with a view to improve procedure in equity, under the sanction of the late Lord Chancellor Campbell, I urged (but without success) that Ireland should share in the benefit. Indeed, it was the deliberate opinion of the influential members of the late Statute Law Commission, that it was not practicable to have even the same criminal law for Ireland as for England. Mr. Whiteside, Mr. Justice Hayes, and myself thought otherwise. We had Bills prepared in conformity with our view, and these were approved by the Cabinet in 1848; they were taken up by the succeeding Cabinet, and to a great extent, though not altogether in the form which was chosen by us, they have now become imperial law, and so far solved the problem of an assimilation which was supposed to be impracticable. The question of procedure, however, is, I regret to say, still left open, even in the criminal law, and yet it is the question the most urgent to be settled. Imperfect procedure works injustice daily, and amendment would come at once into operation. To delay remedial amendment is, in fact, a denial of justice. With reference to professional promotion, I am heartily desirous to see it placed on a common basis for both countries, and I think that this would be more likely to be accomplished, and promotion made, as it ought to be, the reward of merit, if subject to the recommendation of an imperial department, withdrawn from the pressure of party, though responsible to Parliamentary, professional, and public opinion. This would work a beneficial change in the affairs of justice for Ireland. The early policy of England was to divide Ireland against itself; it is now the interest of both to cement their union as firmly as can be effected by assimilating the laws, the equal administration of justice, and full participation of every right and every privilege. In the reconstruction of the existing law, all the Irish statutes, from first to last, should be subjected to the same process as the English, and a selection from both embodied in an imperial edition of imperial statutes for England and Ireland united. But it may be asked, can our future legislation be fashioned on an imperial model? We have assimilated our criminal law—we hope to assimilate our procedure. Why should there be a difference in our laws of property? Why should there be any conflict of commercial law? And above all, why should the marriage law be not only separate but sectarian? Look, moreover, at our scattered Ecclesiastical Courts, with three distinct courts of appeal for the United Church."

On the marriage law of Ireland, Mr. Napier observed:—"Look at what we call our marriage law. You may search for it in the lumber-room amongst the rubbish of Acts of Parliament—Irish, English, and imperial. Thoughtful men ask themselves at last—is marriage, indeed, to remain an institution of God, or has it become the creature and convention of human law? It is, doubtless, of Divine appointment; as Lord Stowell has said, in language eloquent as it is exact—'It is the parent, not the child, of civil society.' The relation of husband and wife is constituted—completely and irrevocably constituted—by the free consent of parties competent to contract, and intending by such consent to constitute the relation. The positive law of man cannot make more or less perfect the appointment and institution of God. It has been said, but loosely said, by great authority, that society is a party to the contract; it would be more accurate to say that society may have an interest in its completion. In this day of religious liberty, parties competent to contract and constitute a marriage ought to have the free choice of having that marriage solemnized by such religious sanction as they may think fit to select and superadd. Marriage is *publici quia Divini juris*—it is valid everywhere if valid anywhere. Why is this? Because it depends not on the positive or local law of man, but on the appointment of God for the whole human family. In a Christian State it is acknowledged to be the symbol of a great mystery—the union that is at once indissoluble and divine. It was reasonable to require publicity in the title to dower or to the inheritance of landed property, and in other like cases the interference of positive law is at least intelligible, and, when rightly understood, is found to belong to the law of property, not to the law of marriage. If, indeed, our laws of property were cleared of all obsolete feudalism, simplified and consolidated, then what is called the marriage question would solve itself. The State may regulate the enjoyment of property in whatever way and upon whatever condition the general interests of the community may reasonably require; but when it proceeds to annul a marriage because some conventional rule has not been observed, I am bound to declare that it exceeds its jurisdiction. Irregular and clandestine marriages, as they are called, deserve to be denounced, and ought to be discouraged by every branch of the Christian Church, and the more so as human law cannot directly deal with them. We must look to a moral remedy for moral evils—to the preventive influence of parental and pastoral care, religious training, and the restraint of improved public opinion. Where the State moulds the laws of property for the convenience of the community, it may justly require—as a matter of sound policy—that every marriage which can claim to be recognized for proprietary or other civil privileges shall have had such sanctions superadded, and been publicly recorded in such form as the interest of society may demand for its common convenience. Nothing more than this should be required. But this, be it observed, would be a part of the law of property; it leaves the law of marriage as God has left it—sacred and universal. This view is, I think, in harmony with the spirit of our ancient law. The Saxon laws of England, which have been exhumed by antiquarian research, and from which has been extracted the law which is said to require the intervention of a minister in holy orders, episcopally ordained, as necessary to the validity of marriage—this has been extended to Ireland as a part of our ancient common law, not in a question of property, but in a case of bigamy. It has given a shock to our social system, which has not yet been quieted by any rational legislation. It is the opinion of the younger generation of the judges, and of all the civilians and jurists with whom I have spoken on the subject, that this decision can only be supported by its own authority as a decision of the House of Lords. The direction of the Saxon law that a mass priest should be present at the nuptials, to pronounce the benediction, may have been very proper at that time; but how can this necessarily imply that marriage then as a sacrament, which the parties could minister to each other, would be null and void without such benediction? Indeed, in the same volume of the Saxon laws will be found a canon (p. 443), which directs that a priest should not be present at a marriage where a man marries a second wife or a woman marries a second husband. He is forbidden in such a case to give the benediction. There is a penance prescribed for the party who so marries; the intervention of the priest is prohibited, but the marriage is left with the inherent validity which is irrevocably conferred by the sacramental completion. If it can be inferred from the one Saxon law which enjoys the intervention of 'the mass priest,' that a deacon who has not received priests' orders may celebrate a valid marriage, the inference from the other laws is at least not less obvious, that their injunction was but directory, and the intervention enjoined was not essential to the validity of the marriage. The great and general interest of the question has induced me to dwell upon it, and to suggest the principles on which, as I conceive, the law should be now settled."

On the admission of defendants to give evidence in criminal suits:—"In the report of the select committee, to which I have already alluded, it has been well observed that 'the trial of a cause is not in the arguments or disputations of the prosecutors and the counsel, but in the evidence, and that to refuse evidence is to refuse to hear the cause.' 'Nothing, therefore,' it is added, 'but the most clear and weighty reasons ought to preclude its production.' Ought oral testimony to be excluded in any case, where it is the best that at the time of the inquiry can be produced? Can this prevent fraud or perjury? Man, indeed, is both frail and fallible; he may deceive and be deceived; but still it is a law of our nature to act on testimony, which may be depreciated but not destroyed by our liability to deception. This consideration has led to the removal of some arbitrary restrictions, which have been taken away by the statutes which were passed at the instance and with the aid of our noble president. Although in both countries the parties in a civil suit are now competent and compellable to give evidence in that suit, in neither country can an accused man be examined as a witness on his own behalf in a criminal proceeding. An accomplice in a murder who becomes an approver, interested in earning a free pardon, is admitted as a competent witness. The party accused is, indeed, permitted to make a

statement, but he cannot sustain it by his oath, nor submit it to the test of a cross-examination; so that, if it be true, its value is unjustly depreciated. There is no case, I am confident, in which an innocent man is put on his trial in which he does not feel the injustice of his existing law. There are cases in which no one but the accused could expose the falsity of the accusation; and there are cases, also, in which the accusation would not have been made, perhaps not even contemplated, but for the very rule which may screen it from exposure. The accusation, indeed, should always be sustained by independent evidence; but, for this very reason, it should be open to the accused to meet such evidence by his account of what he alone may be able to testify; and, moreover, as whatever the accused may state will naturally be received with jealous suspicion, he should be allowed to submit his testimony to cross-examination, that its true value may be tested. It is said that where the option would not be exercised, it would generally be presumed that the accused was guilty; and that where it would be exercised, it would subject the accused to personal interrogation. But what would be the extent of such interrogation? It would be confined within the strict limits of cross-examination, without which any evidence may be imperfect. After all, it is a question as to the probable balance of justice or injustice. An accused man, conscious of his guilt, might hesitate to use the privilege; but no man, conscious of his innocence, would forbear to claim and use the right. Why should an accused man have the option of making a statement at all? Might it not be said that an unfavourable inference would be drawn from his silence? But if he made a statement which, if believed, would be, and nothing else would be, a complete exculpation, is it just to refuse him the opportunity of giving to this statement its true value as evidence, and to remit him to the imperfect and inconsistent remedy of a counter-prosecution for perjury, after the injury has been already inflicted? The spirit of our constitution strives to protect the innocent rather than to clear the guilty. Such should be the effect of our law."

On the Statute of Frauds:—"I have glanced at the Statute of Frauds, under which oral testimony is excluded in cases where its admission as the best evidence at the time available, might help the search for truth. But observe how inconsistent, if not impolitic, are the provisions of this statute. Why should oral evidence of all the particulars be sufficient where the subject of the contract is of small value, or even where a sixpence has been paid to bind the bargain, or a fragment or the bulk has been accepted as a part of the whole? Why should an admission of the fact of such part payment, or part acceptance, be proveable by oral testimony? Why should oral evidence be admissible when the written contract has been lost, though this may have occurred by mere negligence? Why should the rescinding of the contract be proveable by oral testimony? Or why should part performance make oral evidence sufficient to establish and enforce the contract in a court of equity? How many honest contracts have been evaded by this arbitrary legislation? It may be proper to protect, in certain cases, the weak against the strong; but when the parties deal on equal terms, why should they not have been left free to make their bargains in such form, and with such safeguards, as their own interests might require, or their own prudence might suggest? If this simple and sound policy had been consistently adhered to, then the testimony of the parties would have been available according to their own free choice, according to its intrinsic value, and, what is of greater consequence, also according to the general course of commercial law? If our tribunals are equal to the duty of sifting testimony, detecting falsehood, and discovering truth, the sources of evidence should be freely opened."

On the law of bankruptcy, the patent law, and the assimilation of procedure in law and equity:—"The bankruptcy law is still on crutches. I cannot be satisfied until I see an imperial law of bankruptcy for the United Kingdom. The elaborate report which has been prepared by the committee to whom the patent law was referred I will not anticipate; nor shall I further refer to any topics on which I have enlarged in the address of 1858. There is a subject of grave importance which deserves a special notice—I allude to the question of legal and equitable jurisdiction. The tendency of recent legislation has been to remove the impediments which had made the courts of law and equity rather antagonistic than ancillary to each other. The early history of our courts of equity shows that the courts of law had limited their own jurisdiction by a narrow and technical procedure, which was inadequate to afford the judicial remedies that were required by the growing requirements of society. Why, it may well be asked, should not the resources of either be made available to both? . . . Every court of justice, whether it be a court of law or of equity, should be enabled to do complete justice between the same parties in respect of the same subject matter, either by the convenient interchange of powers and duties each with the other, or by enabling the same court to exercise the entire jurisdiction, so far as is necessary in the pending suit, for the administration of complete justice. Our judicial system ought to be harmonious in itself. The suitor should never be subjected to the unjust penalty still imposed on a mere mistake of jurisdiction, nor to the contingency of an inquiry turning out abortive, in consequence of the inability of the court to give remedial effect to its own decision. In one view this may be regarded as a question of procedure, and the convenient division of judicial labour; but it involves the higher policy of restoring the unity of justice itself."

Adverting to the aid which could be brought by social science to the cause of judicial improvement—"It must never be forgotten that our system is bound up with free institutions which are the inheritance of a free people. Our laws, therefore, have a historic life, a customary and a traditional influence. Adjudged cases and judicial reasons, publicly accepted, are incorporated into our judicial system—a system which requires a reflecting mind to appreciate it as it deserves—

> There needs, forsooth, deep salutary thought;
> The eye that, like the diver, sees its way
> To the pool's depth with vision undisturbed.

It is not worthy of social science to give a greater efficiency to this system, to secure a greater reverence for the law itself, a higher position for the legal profession. Nor is it a light matter whether this profession should sink to a vulgar level, or be raised to a higher elevation. Public justice must have its ministers, and public policy requires that these should be men of refined feeling and cultivated minds. It is not enough to have a supply of rough-and-ready justice. However useful this lower currency may be, we must seek to maintain a great and goodly system of jurisprudence, under which public order, civil and religious freedom, protection of life and property, may be adequately secured—a system which will nurture advocacy of the highest order, and encourage the learning, the wisdom, and the love of justice, which are not less the ornament than the support of judicial authority."

The right hon. gentleman concluded with an elaborate and eloquent peroration.

Mr. WEBSTER laid before the section the following resolutions of "The Patent Law Committee":—1st. That all applications for grants of letters patent should be subjected to a preliminary investigation before a special tribunal. 2nd. That such tribunal should have power to decide on the granting of patents, but it should be open to inventors to renew their application notwithstanding previous refusal. 3rd. That the said tribunal should be formed by a permanent and salaried judge, assisted, when necessary, by the advice of scientific assessors, and that its sittings should be public. 4th. That the same tribunal should have extensive jurisdiction to try patent causes, subject to a right of appeal. 5th. That the jurisdiction of such tribunal should be extended to the trial of all questions of copyright and regulations of designs. 6th. That the scientific assessors for the trial of patent causes should be five in number, to be chosen from a panel to be nominated by the Commissioners of Patents for the adjudication upon facts, when deemed necessary by the judge, or demanded by either of the parties. 7th. That the right of appeal should be to either of the Courts of Exchequer Chamber, with a final appeal to the House of Lords. 8th. That for the preliminary examinations the assessors, if the judge require their assistance, should be two in number, named by the Commissioners of Patents from the existing panel; the decision to rest with the judge. 9th. That the committee should approve of the principles of compelling patentees to grant licenses, on terms to be fixed by arbitration; or, in case the parties should not agree to such arbitration, then by the proposed tribunal, or by an arbitrator or arbitrators appointed by the said tribunal. 10th. That a report be drawn up, in conformity with the resolutions passed by this committee, and that the council, if such report be approved of by them, be requested to allow it to be read at the meeting of the British Association to be held at Manchester this year.

Mr. ARTHUR RYLAND read a paper by Mr. J. NAPIER HIGGINS on "The Machinery of Legislation." The paper discussed the present very faulty method of draughting and enacting Acts of Parliament. Matters were left to private parties in the first instance, and were brought hastily and inconsiderately into the Legislature. The recent discussion on the law of bankruptcy was a flagrant example of this. No proper attempt had

yet been made to consolidate the law, and all the commissions for its consolidation had been failures. The principles of the Bankruptcy Bill, although approved of by the mercantile community, had been defeated by individual members of the Houses of Lords and Commons. The "Trades Marks Bill" had been rejected by similar means, and Bills for the Palace of Justice had also been lost. No Bill should be allowed to be brought into the House of Lords or Commons by private parties, and at least all Government Bills should be prepared by a separate department.

Public Companies.

REPORTS AND MEETINGS.

EDINBURGH AND GLASGOW RAILWAY.

At the half-yearly meeting of this company held on the 2nd inst., a dividend at the rate of 4½ per cent. per annum, was declared for the past half-year.

HEREFORD, ROSS, AND GLOUCESTER RAILWAY.

At the half-yearly meeting of this company held on the 31st ult., a dividend of £5 per cent. per annum, on the preference shares, and of 5*s.* 9*d.* per £20 share on the ordinary share capital was declared for the past half-year.

LEEDS, BRADFORD, AND HALIFAX JUNCTION RAILWAY.

At the half-yearly meeting of this company held on the 30th ult., a dividend at the rate of 6 per cent. per annum, was declared for the past half-year.

NEWPORT, WARRENPOINT, AND ROSTREVOR RAILWAY.

At the ordinary meeting of this company held on the 31st ult., a dividend at the rate of 6 per cent. on the preference shares, and of 2*s.* per ordinary share was declared for the past half-year.

NORFOLK RAILWAY.

At the half-yearly meeting of this company held on the 29th ult., a dividend at the rate of 4½ per cent. per annum, was declared for the past half-year.

NORTH WESTERN RAILWAY.

At the half-yearly meeting of this company held on the 28th ult., a dividend at the rate of 2½ per cent., was declared for the past half-year.

WEST DURHAM RAILWAY.

At the annual meeting of this company held on the 28th ult., a dividend at the rate of £7 per cent. per annum, less income tax, was declared for the past half-year.

WHITEHAVEN JUNCTION RAILWAY.

At the half-yearly meeting of this company held on the 29th ult., a dividend of 12*s.* per share, less income tax, was declared, for the past half-year.

Births, Marriages, and Deaths.

BIRTHS.

DICKINS—On Sept. 3, the wife of William Park Dickins, Esq., of Lincoln's-inn, of a daughter.

HOLGATE—On Sept. 3, the wife of Wyndham Holgate, Esq., Barrister-at-law, of a daughter.

MARRIAGES.

BATHER—BLOMFIELD—On Aug. 29, Arthur Henry, son of the late John Bather, Esq., Recorder of Shrewsbury, to Lucy Elizabeth, daughter of the late Right Rev. C. J. Blomfield, D.D., Lord Bishop of London.

DENT—COLLINSON—On Sept. 3, Thomas Wilkinson John Dent, Esq., of Lincoln's-inn, Barrister-at-Law, to Sophia Amelia, daughter of the Rev. George John Collinson, incumbent of St. James's, Clapham.

ROGERS—HERRING—On Sept. 3, Benjamin Bickley Rogers, Esq., of Lincoln's-inn, Barrister-at-law, to Ellen Susanna, daughter of Robert Herring, Esq., of Cromer.

WILLIAMS—HAMILTON—On Aug. 31, Thomas Williams, jun., Esq., Solicitor, Cheltenham, to Elizabeth Mary, daughter of the late Thomas Hamilton, Esq., of Sanquhar, Dumfriesshire.

WILSON—MACLEAN—On July 6, at King William's-town, Stephen Henry Kenneth Wilson, Esq., son of the late hon. James Wilson, Chief Justice of Mauritius, to Anne Emma Matilda, daughter of Colonel Maclean, C.B., Lieutenant-Governor of British Kaffraria.

WINTER—HART—On Aug. 27, William Henry Winter, Esq., to Fanny Cheney, daughter of the late Robert Hart, Esq., Barrister-at-Law, of Dripshill House, Worcestershire.

DEATHS.

DOWDING—On Sept. 2, at Bath, Frederick Dowding, Esq., Solicitor, and one of the aldermen of that city.

POCOCK—On Aug. 31, Geo. Pocock, Esq., Solicitor, Southampton, aged 45.

SEELEY—On Aug. 31, in his 55th year, John Seeley, Esq., Solicitor, of Surrey Villa, Lower Streatham.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Party claiming the same, unless other Claimants appear within Three Months:—

ESDAILE, HENRY, Esq., Cothelstone, Taunton, Somerset, £1,699 8*s.*, Consols.—Claimed by EDWARD JEFFRIES ESDAILE, jun., the acting surviving executor.

GOULD, JOHN, Esq., Ambend House, Petminster, Somersetshire. £51 6*s.* 9*d*, Consols.—Claimed by the Rev. ROBERT JOHN GOULD, the surviving executor.

MANNERS, Rev. EDWARD, and ROGER MANNERS, Esq., both of Rutland-house, Knightsbridge, £20 7*s.* 8*d.* Reduced Three per Cents.—Claimed by ANN JOHNSON, wife of Samuel Johnson, heretofore Ann Manners, Spinster, the sole executrix of Rev. Edward Manners, who was the survivor.

The *Toronto Globe* of August 20th states that it is reported that the proposed changes in the Upper Canada judiciary will take place in a week. Chief Justice Robinson retires on a pension of two-thirds his salary, and it is reported that he will be appointed to the post of President of the Court of Appeal, with £500 a year additional. The other changes are not yet announced, but it is nearly certain that Mr. Draper becomes Chief of the Queen's bench, and Mr. M'Lean Chief of the Common Pleas. It is said that Mr. Vankoughnet does not go on the bench at present.

London Gazettes.

Professional Partnerships Dissolved.

FRIDAY, Sept. 6, 1861.

GIBBINS, SAMUEL NEWSON, and HENRY DENT HENRICH, [Attorneys & Solicitors; by mutual consent. Aug. 28.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Sept. 3, 1861.

ATKINSON, GEORGE, Whitesmith, 20, Bingley-street, Leeds. *Sol.* Fisher, 15, Park-row, Leeds. Oct. 1.

BALLS, MATTHEW, sen., Gent., Brixton-hill, Surrey. *Sols.* Clarke & Morice, 29, Coleman-street, London. Oct. 15.

BLENCOWE, WILLIAM, Husbandman, Marton, Warwickshire. *Sols.* Dewes & Norton, Nuneaton. Sept. 28.

BROWN, WILLIAM, Farmer, Houghton-in-the-Dale, Walsingham, Norfolk. *Sols.* Mitchell & Clarke, Wymondham. Oct. 14.

COTTELL, JAMES WILLIAM, a Captain in the Bombay Army, Tufnell-terrace, Upper Holloway, Middlesex. *Sols.* Lewis, Wood, & Street, 6, Raymond-buildings, Gray's-inn. Oct. 10.

LEIGH, JOSEPH MANUEL, Iron Founder, Haverstock-hill, Hampstead, and Limehouse, Middlesex, and George-yard, London. *Sol.* Strong, 44, Jewin-street, London. Jan. 1.

NEWCOME, ELIZABETH, Gresford, Denbighshire. *Sols.* Warry, Robins, & Burges, 70, Lincoln's-inn-fields. Oct. 2.

PARKER, LYSIMACHUS, Esq., formerly of Manor House, Little Cawthorpe, Lincolnshire, but late of Prescott House, Prescott, Gloucestershire. *Sols.* Ingaldby & Bell, Town Hall, Louth, Lincolnshire. Oct. 1.

RICHARDSON, EDMOND, Grocer & Provision Dealer, Pavement, York. *Sol.* Mann, 1, New-street, York. Oct. 22.

FRIDAY, Sept. 6, 1861.

BEDSON, ANN, Spinster, Childer Thornton, Cheshire. *Sol.* Ford, 2, Grosvenor-street, Chester. Oct. 31.

KIRKMAN, SAMUEL, Gent., Lindridge House, Desford, Leicestershire. *Sols.* Berridge & Morris, Friar-lane, Leicester. Nov. 30.

LEE, STEPHEN HENRY, Vitriol Manufacturer, Norwood and Heston, Middlesex. *Sol.* Peachey, 17, Salisbury-square, London. Nov. 9.

MEAD, MARY ANN, Widow, 1, Mayfield-terrace West, Dalston, Hackney, Middlesex. *Sols.* Pearce, Phillips, Winckworth, & Pearce, 62, Gresham House, Old Broad-street, London. Dec. 5.

POWELL, THOMAS WALTER, Attorney-at-Law, Neath, Glamorganshire. *Sol.* Randall, Neath. Oct. 31.

TWEDDELL, GEORGE, Gent., Westerton, Durham, *Sol.* Smith, 40, Sadler-street, Durham. Oct. 1.

WHITWORTH, WILLIAM SHEPHERD RAUDENELL, Esq., formerly of East's

Barton, Northamptonshire, but late of 12, Hamilton-terrace, Leamington Priors, Warwickshire. *Sol.* Haymes, 9, Hamilton-terrace, Leamington. Sept. 30.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Sept. 3, 1861.

(County Palatine of Lancaster.)

OAKEY, CALEB, Upholsterer, Preston, Lancashire. Burrow *v.* Oakey, Registrar of Court, 10, Camden-place, Preston. Sept. 30.

FRIDAY, Sept. 6, 1861.

GOTT, JOSEPH, Coal Steward, Whitwood, Featherstone, Yorkshire. Heptinstall *v.* Gott, V. C. Wood. Oct. 29.

(County Palatine of Lancaster).

ELLISON, ROBERT, Gent., Neston, Chester. Gorst *v.* Gorst, Registrar of Court, 1, North John-street, Liverpool. Oct. 1.

Assignments for Benefit of Creditors

TUESDAY, Sept. 3, 1861.

EDMUNDSON, EDWARD, Scribbling Miller, Healey-in-Batley, Yorkshire. *Sol.* Scholefield, Batley. Aug. 9.

MELLOR, WILLIAM, & JOSEPH KERSHAW, Cotton Spinners, Rakewood, Higher Mill, Butterworth, Hollingworth, Lancashire (Mellor & Kershaw). *Sol.* Sutton, 28, Brown-street, Manchester. Aug. 17.

NELHAM, EDWARD, JAMES HUCKS, & THOMAS WILLIAM MURLEY, Manchester Warehousemen, 4, Bow Church-yard, London. *Sols.* Lawrence, Smith, & Fawdon, 12, Bread-street, Cheapside. Aug. 23.

NOTTINGHAM, HENRY, JOHN CLOUGH, & FREDERICK CHARLES GEORGE, Mantle Manufacturers & Warehousemen, 65, Cannon-street West, London. *Sol.* Mardon, Christchurch Chambers, 99, Newgate-street, London. Aug. 13.

ROSE, THOMAS, Linen Draper, Notting-hill, Middlesex. *Sols.* Van Sandau & Cumming, 13, King-street, Cheapside, London. Aug. 17.

SCHOLES, RICHARD, Corn & Provision Dealer, 26, Kirkgate, Huddersfield. *Sol.* Fernandes, Wakefield. Aug. 7.

SMART, ELIZABETH, Milliner & Dress Maker, 6, Promenade-villas, Cheltenham. *Sols.* Wild & Barber, 10½, Ironmonger-lane, Cheapside. Aug. 5.

FRIDAY, Sept. 6, 1861.

AIRS, JOHN, sen., & JOHN AIRS, jun., Tailors & Outfitters, Newport, Isle of Wight. *Sol.* Griffiths, Newport, Isle of Wight. Aug. 15.

BARRY, JOHN, Corn Factor, Rye, Sussex. *Sols.* Ellman & Whitmarsh, Rye, Isle of Wight. Sept. 3.

BELL, GEORGE, Grocer, 9, Scotland-road, Liverpool. *Sol.* Conway, 4, Harrington-street, Liverpool. Sept. 4.

COOPER, WILLIAM HENRY, & JOHN HAYWARD, Brewers, Bexley, Kent (Cooper & Hayward). *Sol.* Gibson, Dartford, Kent. Aug. 28.

MAY, THOMAS BAKER, Coal Merchant, Hawarden, Flintshire, and of Trydyn, Flintshire. *Sols.* Walker & Smith, Chester. Aug. 7.

TRANTER, JOSEPH, Brewer, Sandy, Bedfordshire. *Sol.* Hooper, Biggleswade, Bedford. Aug. 24.

VARLEY, JOHN, Farmer, Spark Hagg, Selby, Yorkshire. *Sols.* Weddall & Parker, Selby. Aug. 31.

WALTON, WILBIAM PORTER, Corn & Seed Merchant, Kingston-upon-Hull. *Sols.* Lightfoot, Earnshaw, Frankish, & C. R. Codd, Hull. Aug 12.

WATTAM, THOMAS, Farmer, Warlie's Park Farm, Waltham Abbey, Essex. *Sol.* Clapham, 14, Liverpool-street, Bishopsgate. Aug. 15.

WILKINS, WILLIAM, Cloth Dealer, Trowbridge, Wilts. *Sol.* Wood, 19, Clare-street, Bristol. Aug. 12.

WHITTINGTON, JEREMIAH, Miller & Brewer, Calbourne Lower Mill, Isle of Wight. *Sols.* Hearne & Mew, Newport, Isle of Wight. Aug. 26.

Bankrupts.

TUESDAY, Sept. 3, 1861.

ALSTON, EBENEZER, Grocer & Tea Dealer, Ashton-under-Lyne, Accrington. *Com.* Jemmett: Sept. 13, and Oct. 15, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Richardson, Manchester. *Pet.* Aug. 20.

BECK, SAMUEL HENRY, Milliner, Broad-street, Birmingham. *Com.* Sanders: Sept. 13, and Oct. 4, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Southall & Nelson, Birmingham. *Pet.* Aug. 30.

CARTER, JOHN, Builder & Timber Merchant, West Hartlepool, Durham. *Com.* Ellison: Sept. 10, at 11.30; and Oct. 23, at 1; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Turnbull & Bell, West Hartlepool. *Pet.* Aug. 24.

CLARK, SAMPSON ESTILL, Ship Chandler & Provision Dealer, West Hartlepool. *Com.* Ellison: Sept. 12, at 11; and Oct. 23, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Turnbull & Bell, West Hartlepool. *Pet.* Aug. 24.

COX, HENRY BENSON, Tavern Keeper, Tom's Coffee-house, Cowper's-court, Cornhill. *Com.* Goulburn: Sept. 16, at 11; and Oct. 14, at 1; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Lawrence, Smith, & Fawdon, 12, Bread-street, London. *Pet.* Sept. 2.

FONTANELLA, ENRICO, Merchant, 11, Lime-street, London. *Com.* Holroyd: Sept. 14, at 11; and Oct. 22, at 12; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Marten, Thomas, & Hollams, Mincing-lane, London. *Pet.* Sept. 2.

HALL, HENRY JOHN, Farrier & Shoeing Smith, Chapel Close, Berkshire, and of Oxford. *Com.* Holroyd: Sept. 14, at 11.30; and Oct. 8, at 1.30; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Parker, Rooke, & Parkers, 17, Bedford-row, London. *Pet.* Sept. 2.

HIRD, THOMAS, Timber Merchant & Builder, Burnley, Lancashire. *Com.* Jemmett: Sept. 17, and Oct. 17, at 12; Manchester. *Off. Ass.* Fraser. *Sol.* Hughes, Liverpool. *Pet.* Aug. 26.

JARDINE, FRANCIS NORTH CLERK, Licensed Victualler & Wine and Spirit Merchant, 82, Tottenham-court-road, and 2, Winchester-place, Pembridge-villas, Bayswater, Middlesex. *Com.* Fonblanque: Sept. 16, at 11, and Oct. 16, at 12; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Harrison & Lewis, 6, Old Jewry, London. *Pet.* Aug. 30.

LEES, SAMUEL, Grocer & Draper, Meltham, Almondbury, Yorkshire. *Com.* West: Sept. 12, and Oct. 4, at 11; Leeds. *Off. Ass.* Young. *Sols.* Jessop, Huddersfield, or Bond & Barwick, Leeds. *Pet.* Aug. 23.

M'INTOSH, WILLIAM, Travelling Draper, 7, Dumfries-place, Newport, Monmouthshire. *Com.* Hill: Sept. 17, and Oct. 15, at 11; Bristol. *Off. Ass.* Acraman. *Sol.* Henderson, Bristol. *Pet.* Aug. 20.

OSWALD, THOMAS RIDLEY, Ship Builder, Sunderland. *Com.* Ellison: Sept. 12 and Oct. 30, at 11; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* Ranson & Son, Sunderland. *Pet.* Aug. 22.

READER, JOHN, Galvanized Iron Roof Manufacturer, Birmingham. *Com.* Sanders: Sept. 13 and Oct. 4, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* East & Parry, Birmingham. *Pet.* Aug. 30.

SELIG, GABRIEL, Dealer in Watches and Jewellery, 2, North-buildings, Finsbury-circus, London. *Com.* Fane: Sept. 12, at 11.30; and Oct. 18, at 11; Basinghall-street. *Off. Ass.* Cannan. *Sols.* Solomon, 22, Finsbury-place, Finsbury, London. *Pet.* July 25.

SHELDRICK, JAMES THOMAS, Timber Merchant, 14, Stainsby-terrace, Stainsby-road, Poplar, and 1, Woodbridge-street, Clerkenwell, Middlesex. *Com.* Fonblanque: Sept. 16, at 2; and Oct. 16, at 12.30; Basinghall-street. *Off. Ass.* Stansfeld. *Sol.* Norton, 10, Clifford's-inn, Fleet-street, London. *Pet.* Aug. 29.

SPARK, ALFRED, Watchmaker & Jeweller, 10, Great Coram-street, Russell-square, Middlesex. *Com.* Holroyd: Sept. 14 and Oct. 22, at 1; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Boydell, 41, Queen's-square, Bloomsbury, Middlesex. *Pet.* Sept. 2.

TERRY, WILLIAM, Plater & Spur Manufacturer, Birmingham. *Com.* Sanders: Sept. 16 and Oct. 7, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Southall & Nelson, Birmingham. *Pet.* Aug. 29.

THORN, WILLIAM, Innkeeper, Lyme Regis, Dorsetshire. *Com.* Andrews: Sept. 11 and Oct. 9, at 12; Exeter. *Off. Ass.* Hirtzel. *Sol.* Willesford Exeter. *Pet.* Sept. 2.

TURMEAU, CHARLES, Tobacconist, Liverpool. *Com.* Perry: Sept. 13, at 11; and Oct. 4, at 2; Liverpool. *Off. Ass.* Turner. *Sols.* Forshaw & Goodman, Sweeting-street, Liverpool. *Pet.* Aug. 23.

FRIDAY, Sept. 6, 1861.

CAMERON, WILLIAM, Dry Salter, Redcliff-street, Bristol. *Com.* Hill: Sept. 17 and Oct. 21, at 11; Bristol. *Off. Ass.* Miller. *Sols.* Marsland, Manchester; or Bevan, Girling, & Press, Bristol. *Pet.* Aug. 27.

CANNON, EDWARD WILLIAM, Auctioneer, 3, London road, Croydon, Surrey. *Com.* Holroyd: Sept. 17, at 11.30; and Oct. 18, at 1.30; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Peverley, 19, Coleman-street, London. *Pet.* Sept. 3.

COOPER, JAMES, Rag & Waste Merchant, Foundry-street, Manchester. *Com.* Jemmett: Sept. 25 and Oct. 25, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Cobbett & Wheeler, Manchester. *Pet.* Sept. 2.

FUGGLE, JAMES LANSDELL, Neck Tie Manufacturer, Gutter-lane, Cheapside. *Com.* Holroyd: Sept. 17, at 12; and Oct. 18, at 1; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Lepard & Gammon, 9, Cloak-lane, London. *Pet.* Sept. 4.

RADLOFF, HENRY MARTIN, Seed Crusher, Oil Refiner, & Soap Maker, 32, Chicksand-street, Whitechapel, and Copenhagen-place, Limehouse, Middlesex (Meek & Co.). *Com.* Holroyd: Sept. 17, at 11; and Oct. 18, at 2; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Marten, Thomas, & Hollams, Mincing-lane, London. *Pet.* Sept. 2.

RUDGARD, EDWARD WILLIAM RUDGARD, Maltster & Brewer, Lincoln. *Com.* Ayrton: Sept. 25 and Oct. 23, at 12; Kingston-upon-Hull. *Off. Ass.* Carrick. *Sol.* Chambers, Lincoln. *Pet.* Sept. 2.

SMITH, THOMAS, Silk Finisher & Hot Presser, Sackville-street, Manchester, (Smith & Company). *Com.* Jemmett: Sept. 25 and Oct. 25, at 12; Manchester. *Off. Ass.* Pott. *Sols.* G. & R. W. Marsland, Manchester. *Pet.* Sept. 3.

TAYLOR, DANIEL WILLIAM, Victualler, Swansea, Glamorgan. *Com.* Hill: Sept. 17, at 11; and Oct. 15, at 12; Bristol. *Off. Ass.* Acraman. *Sol.* Taddy, Shannon-court, Bristol. *Pet.* Sept. 5.

TURMEAU, CHARLES, Tobacconist, Liverpool. *Com.* Perry: Sept. 13, at 11; and Oct. 4, at 2; Liverpool. *Off. Ass.* Turner. *Sols.* Forshaw & Goodman, Sweeting-lane, Liverpool; or Dimmock, 2, Suffolk-lane, Cannon-street, London. *Pet.* Aug. 23.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, Sept. 3, 1861.

HENRY BOREHAM, Plumber, Painter, & Glazier, 26, Wilmot-street, Russell-square, Middlesex. Sept. 14. at 12; Basinghall-street,—JOHN SLATER MARSHALL, Boot and Shoe Factor, Billeter-street, London. Sept. 26, at 11; Basinghall-street.—WILLIAM SHARP, jun., Underwriter, 11, New Broad-street, London. Sept. 26, at 2; Basinghall-street.—JOHN JULIAN, Wholesale Milliner & Fancy Manufacturer, 9, Noble-street, Falcon-square, London. Sept. 26, at 1.30; Basinghall-street.—THOMAS TAYLOR & RICHARD BANKS, Cotton Manufacturers, Arlington-street Mills, Salford. (Richard Jackson & Co.) Oct. 9, at 11; Manchester.—CHARLES SMITH HARRISON, Grocer, Glossop, Derbyshire. Oct. 8, at 12; Manchester.—THOMAS TAYLOR & RICHARD BANKS, Cotton Manufacturers, Arlington-street Mills, Salford (Richard Jackson & Co.) Oct. 9, at 11; Manchester; separate estate of Thomas Taylor.—WILLIAM ROUTH BURRILL, Merchant & Warehousemen, Kingston-upon-Hull. Sept. 25, at 12; Kingston-upon-Hull.—DUNINGTON, HENRY, Glove Cloth Manufacturer, Nottingham. Sept. 26, at 11; Nottingham. HENDERSON, JAMES, Draper, Nottingham. Sept. 26, at 11; Nottingham.

FRIDAY, Sept. 6, 1861.

HENRY BROADBENT GASKELL, Broker, Liverpool. Sept. 17, at 11; Liverpool.—DANIEL GAMON, Coal Merchant, Colney Hatch Station, and Builder, Hornsey, Middlesex. Sept. 30, at 2; Basinghall-street.—JAMES HEYDAY, Bookbinder, 31, Little Queen-street, Lincoln's-inn-fields, Middlesex. Sept. 30, at 12; Basinghall-street.—RICHARD GREEN, Ironmonger, Brighton. Sept. 28, at 12; Basinghall-street.—ANNA MARIA OWEN, Dealer in China & India Goods, 95, New Bond-street, Middlesex. Sept. 28, at 12; Basinghall-street.—HENRY MARTIN, Tailor, Hanover-buildings, Southampton. Sept. 28, at 11; Basinghall-street.—JAMES WHITE, Miller & Farmer, Ivy-house-farm, Cheddington, Kent. Sept. 28, at 11; Basinghall-street.—ROBERT WATSON SHEPPARD, Coal Merchant & Auctioneer, Charlbury, near Woodstock, Oxfordshire Sept. 27, at 11; Basinghall-street.—JOHN JUCKES, jun., Manufacturer of Patent Furnaces, Standard Factory, Wharf-road, City-road, Middlesex. Sept. 30, at 2; Basinghall-street.—HARRY COOK, Navy Agent & Money Scrivener, Lancaster-place, Strand, Middlesex, and Clement's-inn. Sept. 27, at 1; Basinghall-street.—JAMES STEVENS, Jeweller & Silversmith, Derby. Oct. 3, at 11; Nottingham.—CHARLES CAIRNS, Bonded Store & Provision Merchant, Newport, Monmouthshire. Sept. 27, at 11; Bristol.—WILLIAM RANDLE, Miller, Mealman, & Baker, Arle Mills, and High-st., Winchcombe-street, and Bath-road, Cheltenham. Sept. 27, at 11; Bristol.—THOMAS TURBERVILLE, Grocer, Worcester. Sept. 27, at 11; Bristol.—JOHN BOUND,

Draper, Hay, Breconshire. Oct. 4, at 11; Bristol.—THOMAS DEWICK HUNT, Innkeeper, Bootle, near Liverpool. Sept. 27. at 11; Liverpool.—HENRY STURENBURG & WILLIAM GOLDENSTEDT, Ship Brokers & Commission and General Forwarding Agents, Liverpool. Same time, sep. est. of Henry Sturenburg.—WILLIAM RAINFORD, Upholsterer, Liverpool. Sept. 27. at 11; Liverpool.—JOSEPH MORROW & ROBERT THOMAS MORROW, Ship Brokers, Liverpool. Sept. 27, at 11; Liverpool.—GEORGE PATRICK ROONEY, Licensed Victualler, Liverpool, September 27, at 11; Liverpool.—MICHAEL NEVILLE, Brass Founder & Coppersmith, Liverpool. September 27, at 11; Liverpool.—JAMES MANNIN, Leather Dealer, Liverpool. Sept. 27, at 11; Liverpool.—JOSEPH WHITTINGHAM, Boot & Shoe Maker, Liverpool. Sept. 27, at 11; Liverpool.—MATTHEW SOMERVILLE, Joiner & Packing-case Manufacturer, Liverpool. Sept. 27, at 11; Liverpool.—THOMAS THOMPSON, Cabinet Maker, Pocklington, Yorkshire. Sept. 27, at 11; Leeds.—JOSEPH GOMERSALL & JOSEPH BERRY, Carpet Manufacturers, Heckmondwike, Yorkshire. Sept. 27, at 11; Leeds.—RICHARD HARGRAVE, Worsted Stuff Merchant, Leeds and Bradford. Sept. 27, at 11; Leeds.—THOMAS THOMPSON, Stuff Manufacturer, Halifax. Sept. 27, at 11; Leeds.—WILLIAM WILSON, Currier & Leather Cutter, Thirsk and Northallerton, Yorkshire. Sept. 27, at 11; Leeds.—RICHARD HENRY HARTLEY, Merchant, Halifax. Sept. 27, at 11; Leeds.—JOSEPH THOMPSON, Yarn & Worsted Spinner, Wakefield. Sept. 27, at 11; Leeds.—GEORGE HEATH, Builder & Contractor, Chesterfield. Sept 28, at 10; Sheffield.—HERBERT BIRKS, Grocer & Flour Dealer, Sheffield. Sept. 28, at 10; Sheffield.—JOHN HICKSON, Builder & Contractor, Sheffield. Sept. 28, at 10; Sheffield.—JOSEPH BURROWS, Cabinet Maker, Chesterfield. Sept. 28, at 10; Sheffield.—THOMAS HOBSON, Grocer & Tea Dealer, Sheffield. Sept. 28, at 10; Sheffield.

We cannot notice any communication unless accompanied by the name and address of the writer.

** *Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher.*

"LEX."—The advertisement had not escaped our notice. We fear there is no probability of its having been inserted without the alleged writer's knowledge. But the announcement is not worthy of further exposure, and carries its own condemnation with it.

THE SOLICITORS' JOURNAL.

LONDON, SEPTEMBER 14, 1861.

CURRENT TOPICS.

We are glad to give insertion to the following communication from the Mayor of Faversham with respect to a statement of ours on corporal punishments in gaols, occuring *ante*, p. 713. Relying upon the returns which have been furnished to the Houses of Parliament, we stated that at Faversham, in the course of the last three years, two boys of nine were cut with fifteen lashes of the cat, giving from the same authority the names of the magistrates who made the order, and of the surgeon in attendance. Upon this the mayor writes:—

Allow me to correct an error into which you have been lead by the returns (H. L. 65 & H. C. 3). There never has been a boy flogged in Faversham gaol with the cat. The two cases to which you refer (*Solicitor's Journal*, vol. 5, p. 713), and in one of which I was a committing magistrate, were simply "birchings," such as we were accustomed to see in the village school, before the introduction of the "cane." A few twigs are taken from an ordinary birch broom, and tied together, and the juvenile offenders (in the present instance depredators of orchards) are corrected with it. I am certain that the infliction is not half so painful as the "leathering" often administered at home; but the calling in of the doctor, the presence of the police, and the formal administration of the "twigs," has a far greater influence than the most severe beating by the parent. The urchins are more frightened than hurt. In proof of the utility of the plan, I may mention that this year we have not had a single case of robbing orchards.

THE MAYOR OF FAVERSHAM.

September 6, 1861.

The formidable charge of severity at Faversham is, therefore, reduced to very narrow limits, and there is ground for hoping that at other places also "lashes of the cat" may resolve themselves into a small beating of birch twigs, accompanied with a very considerable frightening of the offender. But if this should turn out to be so, as we trust it may, there is some very strange error about the returns. Where does the source of this exaggeration lie? Is it with those who furnish the statistics, or those who collect and arrange them for the benefit of the Legislature and others "whom they may concern"? It is quite clear that by no legitimate use of words can a birching be described as the "lashes of a cat;" and the misdescription is so little likely to have been made by mistake that we can only suspect that some over-zealous humanitarian has been unduly exciting our sympathies by a *pia fraus*, or a flight of imagination. We should nevertheless be rejoiced to hear that every item in the black catalogue recounted at p. 713 is susceptible of so simple an explanation, or to speak plainly, of so direct a denial as in this case at Faversham. Prison authorities would do well to look to their entries and returns; and if the blame of misrepresentation is found to rest upon the compiler of the blue book, it is a duty which the committing magistrates owe, as much to themselves as to the public, to expose the falsehood. If anything can be more culpable than doing an injustice to private character, it is the folly or carelessness of those who have spread through the country incorrect or inflammatory statements on such a topic as prison discipline.

Our readers will be not a little startled, perhaps amused, at the announcement conveyed to us by a correspondent relative to a rumoured appointment of a second registrar to the District Court of Bankruptcy at Bristol. An impression seems to prevail that the Lord Chancellor meditates creating this new office, and that the person designated to fill it is a Mr. Inskip, who is now one of the ushers and the housekeeper of the Court. It is added that Mr. Inskip has, on several occasions, brought himself under the notice—we presume the favourable notice—of the Lord Chancellor when Attorney-General; and that his suggestions have been favourably received by Sir F. Kelly and others. Our correspondent seems to believe the story; but we confess that to us it appears simply incredible, and we must have some better authority than an unauthorised paragraph in the local newspapers to convince us that it deserves serious attention. Can our correspondent succeed in discovering some better grounds than those he has stated for the truth of this monstrous suggestion? On further inquiry we learn that the paragraph in the *Bristol Times*, to which, no doubt, allusion is made, states that Mr. Inskip has received the support of the present and of the late commissioner in an application for the appointment of additional registrar. This assertion, at any rate, is open to immediate inquiry, and may be at once confirmed or denied. It is stated, also, in the paragraph in question that an assistant registrar's salary is £800 a year, whereas under the new Act it is £1,000. We cannot help thinking that some humourist, possibly wishing to satirise the unlimited nature of the powers vested in the Chancellor by the new Bankruptcy Act, has been attempting to draw on the credulity of the profession and the public at Bristol.

DR. LONGFIELD'S SCHEME FOR THE ISSUE OF LAND DEBENTURES.

The authority which attaches to the office of Dr. Mountifort Longfield, as one of the judges of the Landed Estates Court, and his high reputation as a political economist, lend great weight to his recent suggestion with respect to the issue of land debentures in connection with sales of encumbered estates. The suggestion which is thrown out by the pamphlet before us, "A proposal for an Act to authorise the issue of land debentures, &c," published by Messrs. Thom, of Dublin, though made with reference only to sales under the authority of the Court in Ireland, may possibly, upon trial, be developed into a measure of general national usage. The scheme is best explained in Dr. Longfield's own words. After observing on the delay, expense, and inconvenience which attend the raising of money by mortgage on a landed estate; the author proceeds:—

Let us suppose that an estate, worth £2,000 a-year, is sold by the Court for £40,000, and that the purchaser desires to have the power of raising money by debentures. He takes the conveyance accordingly, subject to twenty debentures for £1,000 each, which should be expressly mentioned in the conveyance. Those debentures should be drawn in a form to be settled by the Court, and should include a copy of the conveyance of the lands on which they are charged; so that the holder of a debenture should know, accurately, the nature and value of the security. Those debentures are handed to the purchaser, together with his conveyance, and are to be considered as real property, descendible with the estate, but not merging in it as long as they belong to the owner of the land. An account of them, and of every sale and transfer, should be kept in the Court book. Every debenture entitles the holder to interest, at the rate therein mentioned, and also to repayment of the principal money at a time therein specified. This, of course, does not lead to any payment as long as the same person owns both the estate and the debenture. But the debenture may be assigned, at any time, by a short deed, to be registered in the books of the Landed Estates Court. At the same time, the Court will cause a note of this assignment to be endorsed on the deben-

ture; and the title of the new holder will then be perfect in law and equity, as if he had so much Government stock transferred in the books of the Bank of England. It will be the duty of the Court to make proper rules and forms to prevent forgeries or frauds in the assignments. An equitable assignment may be made by a written instrument, accompanied by a deposit of the debenture, and this equitable assignment should entitle the assignee to demand a legal assignment to be registered in the books of the Court. In case of the loss or destruction of any debenture, the Court is to have power, after proper proof and inquiries, to issue a new debenture in its place. The holder is armed with ample power to enforce the contract expressed in the debenture; but no proceeding shall be taken to recover more than two years' arrears of interest on a debenture. An assignment may be made to any number of persons, not more than four, with a condition that no smaller number shall be permitted to assign. When an assignment is made to trustees on this condition, on the death of one trustee the survivors cannot assign until a new trustee is appointed, either according to the provisions of the deed, or by an order of the Court; but a purchaser is not bound by the trust, provided he obtains a legal assignment on the books of the Court from the proper parties. Any holder of a debenture may, by a proper instrument, registered in the books of the Court, release and extinguish it altogether. We have put the case of a purchaser of an estate for £40,000, who takes, at the same time, twenty debentures of 1,000 each from the Court. (No inspection of the Registry can take place without the permission of the Court). If he wants, at any time, a temporary loan of money, he will have no difficulty in procuring it from his banker, on a deposit of a suitable number of debentures. This without any legal expenses, will be a sufficient equitable security, and a proof that his estate is still unincumbered. If he pays off the debt, he gets back his debentures, and is replaced in his original position, without anything appearing on the record to complicate his title. If he wishes to settle his estate, he assigns to trustees as many debentures as are necessary to raise the charges for the younger children, &c., and extinguishes the rest. The estate is then settled, subject to the debentures, and the settlement is relieved from all those clauses relating to the charges which add so much to its length and complexity. When the proper time comes for raising the charges, the trustees raise the necessary sums by selling the debentures, or assigning them to the parties entitled, according to their equitable rights. If the owner of an estate and debenture, or of a debenture only, desires to contract a permanent loan, he may hand the debenture to a stockbroker, who will dispose of it in the market for its fair price, like so much railway stock, and in this manner obtain the money without any legal expense or unnecessary delay. The person, on the other hand, who wishes to procure an investment for his money, applies to his broker to procure him debentures of such a nature as he requires. The purchaser of a debenture has secured to him, by law, a perfect title to a first incumbrance, without the possibility of deception on this point; and he has also the advantage that the value of the land has been carefully investigated by a disinterested and competent tribunal. It is not too much to say that no ordinary mortgage can be compared to such a security. Admitting even that the Court may make a mistake as to the value of an estate, it is most unlikely that such error will be so great as to prevent the debenture from being recovered; and it is certain that such cases will bear a very small proportion to the number of cases in which persons now lose money, which they imagine they have lent upon good security. At present there is no regular market or market price for such securities as mortgages, charges on land, &c. The person who wants money does not know how long he may have to wait, or how much he may be compelled to pay for it. On the other hand, the person who has money to lend, does not know what terms he may be able to obtain, or how long he may be obliged to keep his money idle. One man may be for some months unable to procure a good investment at 4½ per cent., while during the same period another man has succeeded in obtaining 5 per cent. for his money, on unexceptionable security. Each case is a separate transaction, affording no indication to enable any one to conjecture what may be the result in a different instance. But with the proposed plan of debentures, each will be able to borrow or lend at the market rate, which, of course, may be subject to fluctuations.

This proposal, we learn, is not new; it was made law soon after the introduction of the first Incumbered Estates Act, but was then rejected on the supposition that it was a mere device to catch purchasers for the estates about to be sold by the Court. The necessity for any such bait for capital has been amply disproved; but the statement involves the necessary inference that the scheme must have been attractive, or it would not have been even pretended to be an incentive to buyers at all. Some objections to the scheme are suggested and answered by the author himself. It has been supposed that people may say, "Oh! you are encouraging extravagance by increasing the facilities for running into debt." Others may anticipate fraud. The first of these apprehensions, scarcely, we think, deserves serious argument. The natural caution of every man, be it more or less, will soon adapt itself to a new state of circumstances. With regard to fraud, inasmuch as the original issue and every transfer of a debenture are proposed to be equally under the control of the Court, a system may doubtless be devised whereby all reasonable security can be attained. The questions which arise with regard to the mode of dealing with an estate subject to debentures necessarily require more explanation and in some instances suggest grave doubts. How is a man who has the power of issuing debentures on an estate to be enabled to lease it? How is he to sell a portion of his estate, in case he has parted with his debentures, or in case he still holds them in his possession? These questions are briefly answered by the writer, but an explanation of all the new relations which present themselves would require a treatise. The only remedy of the debenture-holder appears to be a power of sale to be exercised by the Court on his application; but, in case the debenture-holder prefers that his principal should remain a charge on the unsold lands, the nature of his rights do not appear to be defined. All the debentures are to be made payable together at the end of a certain time to be fixed by the parties, and the right of redemption is necessarily postponed to the expiration of the same period. This latter necessity seems to be one of the disadvantages of the process, unless it can be obviated by previous arrangement, involving, perhaps, a sacrifice on the part of the issuer of the debentures. It is no part of the proposal to make the debentures transferable by mere delivery, like the notes of a bank. Entry in the books of the Court is to form a necessary condition of every legal transfer, but simple delivery will pass the estate in equity. The debenture holder is to be at liberty to apply for a sale *within one month* after default of payment of interest, and no proceeding to recover arrears of interest is to be taken after the lapse of *two years* after the same has fallen due. This shortness of time is an essential part of the scheme, and is expected to lead to prompt and punctual payments.

The reader who remembers the visionary project of Mr. Law, whereby a bank was to be established in Scotland with power of issuing money to the whole value of the lands in the country, may be disposed to look with disfavour or incredulity upon a system of land debentures, but a scheme so boldly devised and patiently elaborated as the present, cannot but attract the study alike of jurists as of financiers. More especially interesting is it to those who believe that in the working of the Landed Estates Court is to be found the true solution of the disputed question, now rising into paramount importance, of the transfer of title in land.

Recent Decisions.

HOUSE OF LORDS.

VOLUNTARY SETTLEMENT—STATUTE OF 13 ELIZ. C. 5.

Thompson v. *Webster*, 9 W. R. 641.

Having already, *antè* p. 725, reviewed a series of cases in which the question arose, as to whether a voluntary settlement is or is not to be considered fraudulent, on the ground of the

settlor having been indebted, either at the time of the settlement, or subsequently to that date, we now proceed to consider the decisions which have turned on the construction of the 8th section of the 13th Eliz. c. 5, by which all conveyances made *upon good consideration and bonâ fide*, are excepted out of the operation of the Act.

In the first place it will be observed that the condition is twofold; in other words, that the failure of either quality, the good consideration *or* the *bona fides* of the transaction, will avoid the deed; and secondly, that good considerations may be of two kinds, either valuable, or meritorious. Instances will be found of attempts to relieve deeds from the operation of the statute, on the ground of valuable consideration, when the consideration was, in fact, merely colourable or inadequate; or where marriage or a pretended family arrangement has been resorted to, in order to give value to what otherwise would be only voluntary. There are instances also where a meritorious consideration, such as actual love and affection, has been relied upon, but accompanied with such evidence of fraud as to destroy its validity. There are, finally, cases of deeds fraudulent in themselves, which have been set aside without relation to the peculiar circumstances of the settlor.

Of the latter class the case of *Coppin* v. *Coppin* (1725), 2 P. Wms. 291, is an example. A receipt was indorsed by the seller on the deed for the purchase-money; but as the money was not really paid, the instrument was of no avail against creditors. On the other hand, where a deed is apparently voluntary, but has been really executed for value, the consideration may be proved *aliundè;* and in one case a bond was admitted in evidence to rebut the presumption arising from the deed that it was executed to delay creditors, *Gale* v. *Williamson* (1841), 8 M. & W. 405; overruling or qualifying *Peacock* v. *Monk*, 1 Ves. sen. 128. The same rule prevails in equity; extrinsic evidence will be admitted to prove that a deed apparently voluntary was made for value; *Pott* v. *Todhunter* (1845), 2 Coll. 76; and further authorities on the same point are *Melland* v. *Gray* (1843), 2 Y. C. C. C. 199; *Clifford* v. *Ferrell*, 1 Y. & C. C. C. 138; affirmed by Lord Lyndhurst, C. (1845), 9 Jur. 633; 2 Phillipps on Ev. 347; Lord St. Leonards' V. & P. 13th ed., p. 592.

It may here be observed, that a deed which is fraudulent under the statute of the 13th Eliz. against creditors, may be set aside at the suit of the assignees of the debtor; in equity, although the subject matter be only a *chose in action*, *Norcutt* v. *Dodd* (1841), Craig. & Ph. 100; and at law, *Doe* v. *Ball*, (1843), 11 M. & W. 531.

The question of consideration has frequently arisen in cases of separation deeds. Thus, in *Fitzer* v. *Fitzer* (1742), Lord Hardwicke says, "it is certain every conveyance of a husband that is voluntary and for his own benefit, is a fraud against creditors;" but he adds, that the Court will not weigh considerations in these cases in too nice scales. In *Stephens* v. *Olive* (1786), 2 Bro. C. C. 90, decided by Sir Lloyd Kenyon, M.R., sitting for Lord Thurlow, C., it was settled that in a deed of separation a covenant by the trustees indemnifying the husband against the wife's debts, is a valuable consideration, and will take the conveyance out of the statute. Where, on the other hand, as in *Clough* v. *Lambert* (1839), 10 Sim. 174, there is no indemnifying covenant on the part of the trustees, the deed of separation cannot, generally speaking, be supported against creditors; see also *St. John* v. *St. John*, 11 Ves. 532. But the rule is not universal, as appears from the case of *Frampton* v. *Frampton* (1841), 4 Beav. 287. In that case the property, which had been originally the wife's, and in which the husband had an interest under their marriage settlement during their joint lives, was assigned by the husband and wife on trust to pay her an annuity of £300, to invest the residue and pay her the proceeds; and after his death to transfer the principal to her. The husband alone covenanted to pay the annuity, and there was a covenant by the wife to exonerate him from all debts, charges, and incumbrances, which was, of course, void. There was no infraction of the terms of the agreement on the part of the wife; the annuity was regularly paid to her; but the surplus was not regularly invested. The husband died twelve years afterwards. Lord Langdale, M.R., said he did not think a voluntary assignment and declaration of trust by a husband was necessarily vitiated by the absence of a covenant on the part of the trustee; and, under all the circumstances of the case, the deed was supported.

It is obvious that where a valuable money consideration is relied upon in support of a deed, it becomes essential to show that such consideration was adequate. Inadequacy of consideration in a pecuniary sense will not be assisted by a meritorious consideration, such as natural love and affection, in cases where its presence leads to the suspicion of fraud. In a case in the year 1786, where a man was indebted to the trustees of his daughter's marriage settlement in £300, and at the age of 77, being of infirm health and not likely to live, assigned leaseholds, worth £600, to his son, in consideration of an annuity of £30 a year, and natural love and affection; and died shortly afterwards, leaving the son executor, and the son denied assets beyond £40; the assignment of the leaseholds was set aside. Sir Lloyd Kenyon, M.R., said, that if the conveyance had been made without any consideration, it would certainly have been void under the statute; and he was of the same opinion when the consideration was inadequate. It was true that, as between vendor and vendee, the Court would not weigh the consideration in golden scales; but this was a transaction between father and son, and natural love and affection was mentioned as part of the consideration, upon which, as against creditors, he could not rest at all. It was meritorious, and which, in many instances, the Court would maintain, but not as against creditors; *Mathews* v. *Feaver*, 1 Cox, 278. A case of remarkable resemblance to this, both in its circumstances and in its result, is *Strong* v. *Strong* (1854), 18 Beav. 408.

Instances in which another valuable consideration—that of marriage—has been relied on in support of a deed against creditors, or has been had recourse to in order to protect property against debts are so numerous, that a few leading authorities only can be referred to here. Of these, *Campion* v. *Cotton* (1810), 17 Ves. 263, is one of the most remarkable. J. L., after having lodged for many years at the house of one Charlotte T., in January, 1805, married her. During this time he had no property of his own, but with the money of others he bought stock, money, and valuables, and gave them to her. By the settlement made previous to the marriage, reciting that the intended wife was possessed of stock in her own name, and of stock standing in her name and that of another person, also of goods, &c., and reciting that the intended husband was seised of freehold and copyhold property purchased with her money (being, in fact, purchased with money which was partly hers and partly supplied by him), it was witnessed that in consideration of marriage, the funds, rents, and jewels, &c., were assigned to be for the sole and separate use of the wife, with power to her to assign, transfer, sell, &c. After the husband's death his creditors filed a bill against the executor to have the deed set aside, but Sir W. Grant, M.R., upheld the settlement. He said, "I do not think it can be inferred from the evidence, that she knew he was in such circumstances as to make his bounty to her a fraud upon any one." The same principle was followed in *Hardey* v. *Green* (1849), 12 Beav. 182. There, by articles previous to the marriage, the husband and wife agreed that all the property to which either husband or wife might become entitled should be settled to such uses as the wife should appoint, and in default, on trusts for the husband, wife, and children. The husband at the time had no property, and soon after the marriage became insolvent. Property descended to him afterwards, which Lord Langdale, M.R., held to be bound by the articles. He observed that there was no evidence that the wife had participated in the fraud in any way whatever.

Townsend v. *Westacott* (1840), 2 Beav. 340, is a leading example of a class of cases in which marriage has been resorted to, for the purpose of attempting to support by a valuable consideration an instrument which at first was either in whole or in part voluntary. A., being indebted to the extent of £3,500, on the 2nd April, 1830, made a settlement of freehold land on Maria P., an infant, the daughter of his housekeeper, absolutely, with a gift over to the mother, in case of the infant's death under twenty-one. Some time afterwards A. married the housekeeper. In October, 1832, he was imprisoned for debt; and in January, 1833, he petitioned the Court under the Insolvent Debtors' Act. Lord Langdale, M.R., directed inquiries as to A.'s indebtedness in April, 1830, and the master having found as above stated, the settlement was set aside. So also, in *Colombine* v. *Penhall* (1853), 1 Sm. & Giff. 256, which was the case of a settlement made in consideration of marriage by a man who was in insolvent circumstances at the time, whereby he assigned the whole of his real and personal estate (including every article of furniture in his house) upon trust for his wife, subject to a power of joint appointment, but reserving no interest to himself. Sir J. Stuart, V.C., said that "where there is evidence of an intent to defeat and delay creditors, and to make the celebration of marriage a part of a scheme to protect property against the rights of creditors, the consideration of marriage cannot support such a settlement."

Cases of marriage settlements by traders next present themselves; as *Higinbotham* v. *Holme* (1812), 19 Ves. 87, before

Lord Eldon, C., where a limitation in a settlement, whereby the intended husband, not then being indebted or intending to become a trader, conveyed his own property to the use of himself for life, *unless he should embark in trade, and in the life of his wife become bankrupt*, and from his decease to secure an annuity to his wife, and subject thereto for his heirs, executors, &c. After the marriage he did embark in trade, and some years afterwards became bankrupt. Lord Eldon said that a limitation of a wife's property until the bankruptcy of the husband, or a lease determinable on the bankruptcy of the lessee, would be good, but not such a provision as this, which "looked forward to a change of intention, and a purpose of becoming a trader." In *Lester* v. *Garland* (1832), 5 Sim. 205, a trader, by settlement previous to marriage, having received a fortune of £5,000 with his wife, settled a sum of £33,333 6*s.* 8*d.* stock in trust for himself for life, with limitations over for the benefit of his wife and children in the event of his becoming bankrupt or insolvent. There was a proviso that if he should survive, and issue of the marriage should fail, and he should then become a bankrupt, 15-66ths of the said sum of stock, being equal in value to £5,000, should go to the wife's next of kin. No part of the £5,000 was settled. It was held that the limitations over in event of bankruptcy were good to the extent of the 15-66ths, but void as to the remainder. The principle of *Campion* v. *Cotton*, appears to have been followed in *Ex parte M'Burnie* (1852), 1 De G. M. & G. 441. In that case, the husband a trader, being in insolvent circumstances, covenanted by ante-nuptial settlement to pay to trustees £500, who were also to hold about £230 belonging to the wife, on such trusts as the wife should appoint, subject thereto to her for her separate use, then for the husband for life, and the capital to go to the survivor. There was nothing to show any implication on the part of the wife in any fraudulent intention on the part of the husband; and the provisions of the settlement being considered fair on her part, the deed was upheld as against the husband's assignees. One of the latest cases is *Frazer* v. *Thompson*, (1859), 4 De G. & J. 659. The short grounds of this decision, whereby the settlement was set aside, were that the husband had, prior to and shortly before the date of the settlement, which was expressed to be in contemplation of, and was speedily followed by marriage, committed various acts of bankruptcy, of which the intended wife was cognizant, and to which she was a consenting party. She had in fact, sheltered him in her own house from arrest. In that case, moreover, the marriage engagement had been entered into some two years previously, and it was not shown that the husband was insolvent or indebted at that time.

Correspondence.

BANKRUPTCY APPOINTMENTS.

The legal profession of this city was not a little surprised at a paragraph which appeared in our local newspapers on Saturday last, announcing that it was understood that a second registrar to the Bristol District Bankruptcy Court was to be appointed, and that the expectant new registrar was Mr. Inskip, one of the ushers, and the housekeeper of the court.

On referring to the law on the subject, it appears that *any one* may be appointed registrar of a court of bankruptcy, and that under the new Act the Lord Chancellor has the power to appoint additional registrars where he thinks fit; so that if his Lordship pleases, and the voice of the profession against the appointment be not raised, and does not reach him, there is every probability of the appointment in question being made.

The qualifications of the gentleman named for the post I do not desire to canvass; he is known I believe to the profession here to have given some attention to the amendment of bankruptcy law, and he has on several occasions brought himself under the notice of the Lord Chancellor when Attorney-General. His suggestions, also, have been favourably received by Sir F. Kelly and others; but my object is to draw attention to the disparagement (I had almost said insult) offered to the legal profession at large, barristers as well as solicitors, if the impending appointment is made. Surely it is not the thing to appoint the lowest officer of a court to the post of registrar without official proof of his fitness for the office, and without his having passed through any professional training for it. Why, look at some of the consequences. The registrar sits as deputy for the commissioner during the latter's absence; and in the case of this court, our commissioner, besides his regular vacations, and necessary absence from indisposition, &c., is away from his court at least four weeks in every year attending to his duties as Recorder of Birmingham; and on these occasions the registrar of the court sits for him, and may have to hear and decide on questions of law argued before him by learned counsel, to say nothing of the regular duties of his office, taxation of costs, &c.; and it certainly will not be the most agreeable thing in the world for our local bar to have to do this before the newly-raised expectant registrar in question. Why even a county court registrar in any out-of-the-way town or village, such as the neighbouring small places of Sodbury, Temple-Cloud, or Thornbury, is obliged to be an attorney or solicitor, and surely a bankruptcy court registrar ought to possess an equally high qualification.

On principle, therefore, apart from any personal feeling on the subject, I hope the legal profession everywhere will raise their voice and pen against the appointment in question, or against any similar ones elsewhere being made. I believe the profession here has made a move in the matter, but with what success I do not know.

In conclusion, I may say the salary of registrar under the new Act is £1,000 per annum, so that as far as the public purse is concerned the Lord Chancellor has only to make five new registrars at the salary mentioned, and we might as well have had the chief judge at £5,000 a-year at once, and saved all the discussion on that subject that arose between the Lords and Commons when the Bill was before the House. LEX.

Bristol.

CONVEYANCE—FORM OF HABENDUM.

Will any of your conveyancing correspondents give the proper form of the habendum in a conveyance of a freehold estate to a purchaser?

It has been contended, that since the Act 8 & 9 Vict. c. 119, declaring the immediate freehold to lie in "grant" as well as in livery, no limitation of an use is necessary as was formerly the case when the estate was conveyed by lease and release.

A SUBSCRIBER.

PROMISSORY NOTE.

I shall be obliged by your inserting this query in your next, and by any correspondent who will be kind enough to state his opinion as to whether the document (of which the subjoined is a copy) amounts to anything more than a simple I. O. U., or whether it is a promissory note, and also give his reasons:—

"This is to show that I, J. L., owe you, R. H., the sum of £5 borrowed money, with the promise of payment of £1 per month, beginning on the 1st of October, 1860, with the interest to be one shilling in the pound.

"Signed my name."

There is no stamp affixed.

King's Lynn. JOHN NURSE CHADWICK.

ESTATE OF WIDOWS IN FREEHOLDS.

If A.'s widow was married to A. after 1st January, 1834, she is entitled to dower out of his equitable interest in the freehold estate contracted to be purchased by him, unless her right to dower is barred by his will (3 & 4 W. 4, c. 105, s. 2).

The contract must be completed by a conveyance to A.'s daughter, notwithstanding she is under age—(an infant may be a grantee, Sheppard's "Touchstone," p. 234, 6th edition)—subject to the widow's dower, and the balance of the purchase-money must be paid out of A.'s personal estate.—See Smith's "Manual of Equity Jurisprudence," pp. 155 and 156, 2nd edition. C.

The widow clearly will have a right of dower out of the estate, unless the husband may have deprived her of her right by any of the various means specified in the Act (3 & 4 W. 4, c. 105). The equitable estate in fee simple, which the purchaser acquired by the contracts, vests in his real representative, as the heir-at-law or devisee (as the case may be), who is entitled to have the remainder of the purchase-money paid out of the personal estate of the deceased purchaser. Your correspondent does not state whether the purchaser died *intestate* or not. If the executor or administrator complete and take the conveyance in his own name he will, of course, be a trustee for the infant devisee or heir-at-law. If the purchaser, however, has made a will, subjecting his real estates to any trusts, the vendor will convey to the trustees upon the trusts of such will.

J. T. S.

ATTESTATION OF WILLS.

Neither of the forms given in your last number is grammatically correct. In C.'s form I object to "in our presence, both being;" and I should like to ask O. A. T. to what nominative "who" is coupled by "and."

I also object to the words "the above-named" and "the said." The attestation clause should be complete in itself, without reference to the will, and it should not imply that the witnesses have read the will.

I suggest the following clause, which I have always used:—

"Signed by A. B., and by him declared to be his last will, in the presence of us who, at his request, in his presence, and in the presence of each other, have hereunder subscribed our names as witnesses." S. G.

The following form will answer and be found concise:—

"Signed by the said A. B., in the joint presence of us who, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses." J. T. S.

I have prepared very many wills—I was going to say hundreds of them—and I always use the following form of attestation, and it seems to me to meet every requirement of the statute:—

"Signed by the said A. B., as and for his last will and testament, in the presence of us present at the same time, who, at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses."

If you think it worth while to add another to the numerous forms already given by you, pray make use of the above.

D. T. W.

Review.

The Law of Nations, considered as Independent Political Communities. On the Right and Duties of Nations in Time of Peace. By TRAVERS TWISS, D.C.L., Regius Professor of Civil Law in the University of Oxford, and one of her Majesty's Counsel. Oxford: University Press. London: Longman & Co. 1861.

The publication of a work on international law, which is a branch of jurisprudence that has been so largely commented upon by Wheaton and Story, nevertheless does not require much apology in the present disturbed state of the world. International jurisprudence has been indeed treated of by a host of foreign jurists *usque ad nauseam*. Still, we should gladly hail the announcement of an eclectic treatise in the English language, which would give us the essence of the judgments of the leading foreign writers, without too copious an infusion of statements of treaties. The work before us, however, has not this recommendation. It mixes up both law and fact, with little regard to their mutual relations, and cannot be considered to tend much to advance the science of which it treats. The author of this work appears to us to have discussed its subject-matter too much in the historical or chronological, as distinguished from the logical, method. Thus, he has taken the Peace of Westphalia as a starting point for his deductions, which should rather have been founded in the nature of things, than professedly drawn from any historic events. This mode of treating the subject of international law, by one who considers that branch of jurisprudence to be a science, is not much more rational than if a writer on logic at the present day professed to go no higher for the source of the principles adopted by him than the date of the publication of Archbishop Whateley's treatise. Even the epoch selected by Mr. Twiss seems by no means to possess exclusively the qualities which attracted his favourable notice of it. It was not "a new era" (as he writes) "in the intercourse of commonwealths; the treaties of Munster and Osnabruck being the first practical recognition on the part of the nations of Europe of the principle of territorial sovereignty." If the latter part of the quotation were in the negative, it would be strictly correct, though it should be considered a barren truism. The study of international law, it is true, was not much, if at all, cultivated under the Roman empire. The common explanation of this void in the jurisprudence of Rome is satisfactory enough—viz., that Rome was alone supreme, and, consequently, dictated, instead of obeying, international laws. But even Rome, so far as she allowed foreign nations any voice in the conduct of their external relations, made and moulded this concession *ratione soli*. We are at a loss, therefore, to perceive the merits of the treaties alleged by Mr. Twiss to have instituted a new principle of international law. He himself admits that the treatise of Grotius had previously popularised the idea of territorial sovereignty.

Mr. Twiss discusses the question whether the term law is to be interpreted to mean "a rule of conduct imposed by a sovereign power upon a subject community," or as "an ordinance of reason promulgated for the common good." He prefers the latter definition of the word law as alone compatible with the existence of an international executive. But though all states are equal in right, they nevertheless obey international law, which has for its executive not one but many states, or, in other words, the balance of power. All particles of matter of equal density have the same gravity; yet these are organised into varied collections of united forces and of solar systems. A law may be properly described as a rule of conduct imposed by a sovereign power upon a subject community for the common good. This account of the meaning of the word law cannot, indeed, be termed its definition. The distinction between the theory of moral sentiments and the criteria of morality may be used to illustrate our meaning. The utility of virtue is not of its essence. That utility is, notwithstanding, an inseperable accident of moral excellence, regarded in its external relations to the individual and society; the utility of virtue, therefore, may be correctly mentioned in a philosophic description of the nature of morality. If the word law be substituted for virtue in the observations we have here offered, the inference is equally unimpeachable. We think that the meaning of the term preferred by Mr. Twiss is inadequate to designate any particular rule of individual or of national conduct; since there are many ordinances of reason promulgated for the common good which have never yet been considered to be duties even of imperfect obligation. The origin of law, indeed, is to be found, as Sophocles declares, in high Olympus—in the supremacy of conscience. But its exposition is made by the light afforded by the natural criterion of virtue—utility, whenever that utility is enforced by a sufficiently powerful executive.

Mr. Twiss considers that international jurisprudence admits of scientific treatment because the rules of international law are of universal application. This reason, like his definition of the term law, is too comprehensive; or, to use a logical phrase, proves too much. Universal rules do not necessarily admit of scientific exposition merely because of their universality. A science is generally considered to be a system of propositions, a knowledge of which leads deductively to an acquaintance with all other matters to which those propositions directly relate. Such are the pure sciences of mathematics and arithmetic. Induction is sometimes termed a science. But, as Archbishop Whately has accurately demonstrated, an inductive process denotes merely a judicious method of observation whereby data are acquired for deductive purposes. Induction, nevertheless, is equally as universal in its application as deduction. Indeed, almost every method, however unscientific, of collecting facts may be applied to any department of science or art. The universality, therefore, of the application of laws is no evidence whatever of their scientific character. In a subsequent portion of his work Mr. Twiss, with more regard for the rules of logic, defines a law to be "a system of applied principles." The mere universality of principles, without a recognised utility which has recommended their adoption and application in practice, is insufficient to entitle them to the designation of laws.

Our author gives the various definitions of a state laid down by Cicero (De Republica, lib. 1, c. 25), Grotius, Puffendorf, and Vattel. He defines a nation to be "a political body capable of discharging, without the consent of any political superior, the obligations of natural society towards other political bodies, and of regulating, in concert with them, the mode of discharging these obligations, either as regards the mutual action of the communities themselves or as concerns the intercourse between individual members of them." Without commenting upon the length of this description of the essential elements of national life, we may observe that it is a definition which discloses very special tendencies in the mind of its author. It regards states only in their external relations, which comprise only a portion of the functions of government. These, indeed, are the only phases of national life contemplated by Mr. Twiss in the present treatise. But it would be much better to omit laying down definitions than to give them merely *secundum subjectam materiam*. The terms of the definition are such as we would expect to hear from an advocate discussing the law of nations in a court of admiralty, and showing how

with a proper infusion of exceptive and restrictive provisions, his explanation of the functions of a state corresponded with the claims of his client. But we should never have expected so special, incomplete, and illogical a definition from a philosophic jurist. Moreover, it is, indeed, impossible to treat of international law without occasional references to the rights and duties of individual citizens, both as regards foreign states and their own goverment. Thus, the right of reprisals between nations, for instance, depends upon the right of the individual citizen to protection from the head of the State against injury, either from his fellow-citizens or from foreigners.

Mr. Twiss considers that sovereignty and independence are distinct qualities of international life, and that it is the latter alone which gives a state a right to contract by treaty arrangement with other states. He cites, as examples of this position, the federal union of the United States of America, which are sovereign in their internal, but not in their external, relations; and, on the other hand, the States of Barbary, which are sovereign as regards their right of entering into treaties with foreign States, and are at the same time subject to the suzerainty of the Sultan of Constantinople. But for all purposes of juristical investigation, sovereignty and independence must be considered identical, and States, which, like those of Barbary, are subject to a foreign suzerainty may, in their contracts with foreign powers, to be deemed, so far as the interests of their own provinces are concerned, to be the plenipotentiaries of their suzerain, or to have surrendered their independence only as regards matters which do not vitally affect their external sovereign relations. The right of contracting with foreign States appears to us to be the criterion of sovereignty and of independence. Incidental to this prerogative is the right of alliance, to secure preventively the performance of stipulations by foreign States; of legation, in order to observe whether these stipulations are duly performed; and of making war, to recover indemnity for any injury sustained either in violation of the law of nations or in contravention of express treaty. The question is interesting in its relations to the present American civil contest. Mr. Twiss avoids offering an opinion as to the international status of the several North American States as settled by the Articles of the Confederation of 1778, and by the subsequent constitution of 1787. He even considers that "it is not within the scope of a treatise on the law of nations to examine in what respects and to what extent the sovereignty reserved to each State by the Articles of 1778 was modified by the subsequent constitution of 1787." As regards the *independance* of the several States, however, he observes "that the exercise of all those functions which characterise an independent State has been delegated by the respective States to the Federal Government, and the national character of each State is so far merged in the national character of the Union." The distinction between sovereignty and independence appears to us to be entirely unreal and delusive. In the case of the United States is not the sovereignty of each as much merged as its independence? No State should, we think, be designated sovereign, which has not the power to make war or peace, to appoint ambassadors and consuls, to conclude treaties, to levy duty on tonnage, to keep troops or ships of war in time of peace, and to engage in war. It might, however, be contended that the United States originally delegated, rather than surrrendered, their sovereignty to the Federal Government. The right of entering into compacts, and, consequently of making peace or war on a just occasion with foreign powers, appears to us to be the essential characteristic—"the round and top"—of sovereignty. The acknowledgment of a foreign suzerainty, or the render of a tribute to a foreign power, may affect the social status, so to speak, of the inferior State in the family of nations; but as it does not affect the right of such a State to contract on an equal footing with other nations, and to enforce its claims by an appeal to its own arms, and to the common executive, the balance of power—as it does not, in short, affect the international personality of such a State—it should not, we think, be considered as essentially affecting its independence. The various modifications of international life are well illustrated by Mr. Twiss by references to the semi-sovereign or protected independent States, Monaco, Kniphausen, &c. We regret, therefore, that he did not offer an opinion as to the degree in which each of the United States retained or surrendered its individual sovereignty by the Articles of 1787. The maxim *silent inter arma leges* is, indeed, unhappily but too often applied in practice, and we should have little expectation that the union of the States would be restored by the administration of a dozen lectures from as many accomplished jurists; yet the conjuncture called for an enquiry into the legal rights of the parties, who, with fratricidal animosity, appear but little disposed themselves to reconcile "the foes that once were friends."

The third chapter of this work, on the National State-systems of Christendom, comprises an account of all the abnormal sovereign nationalities, both in Europe and in North and South America. The lover of political curiosities will find his taste much gratified by a perusal of this chapter, which describes the constitutions of all the leading confederate powers, as well those of the Germanic Confederation and the United and Confederate States of North America, as also those of the Argentine and Swiss Confederations, &c. The point of view from which Mr. Twiss contemplates the subject of his treatise is, as we have stated, eminently the historical one. His work accordingly abounds with important statements of facts of international importance. In this chapter he copiously pours forth the treasures of his collection. But a logical or juristical mind is not gratified with mere details of the data of a science which is not, in our opinion, in itself *avide des faits*; and, accordingly, even in his narrative of the constitutions of Christian States, we miss much that aptitude for discursive suggestion and clear deduction which a sound analysis of international law, even *à posteriori*, should be expected to beget.

Although the data which a science adopts as its premises stand themselves in need of proof derived not from reason but from experience, nevertheless, such premises, when once proved, offer as firm a foundation for ulterior investigation and development as if they were *à priori* cognizable by the human mind. Religion may thus be termed a science, although its revealed data rest on external evidence only. In like manner the law of nations may justly be considered a science, even though its data should be regarded as requiring external proof. Locke considered that the reduction of morality to a strict deductive science stood in need merely of definitions. These are certainly requisite, whether the foundations of a science are laid in the rational or in the empirical conceptions of the mind. Barbeyrac, De Wolff, and Vattel virtually assume that reason alone does not afford the premises for a science of international law. "There are many cases," says the last author, "in which the law of nature does not decide between State and State as it would between man and man." We altogether dissent from this proposition, so far as it applies, and know not how international law can be considered a science by those who hold such an opinion. Hobbes "De civ. Imperium, c. 14, s. 4, and Puffendorf, "Law of Nature and of Nations," lib. 111, c. 3, s. 23, have thought differently, and we do not think that Mr. Twiss has successfully combated their position. Grotius considered that certain rules of international life could not be deduced from principles of natural right. As this body of law rested upon custom and tacit compact, he included it in the "Jus Gentium Voluntarium or Jus Constitutum." This portion of international common law reminds us of the ancient statutes which are supposed to form an element of the English common law. We think that international law may be logically, and analogically to our civil code, divided into the rational or necessary, and the conventional law of nations; and almost all the premises necessary for the constitution of a scientific code of international law are, we think, deducible *a priori* from principles of natural justice and expediency. But if, according to the opinion of Grotius, some of those data cannot be based upon pure first principles only, their need of *a posteriori* proof suggests that they should be classed among the conventional laws of nations.

Mr. Twiss very clearly refutes Wheaton's opinion as to the extent to which treaties bind the contracting parties, as regards foreign powers not parties to the convention. The latter jurist considers that treaties in many cases constitute a rule to be observed by the contracting parties towards the rest of the world. Such an extreme proposition, so contrary to our municipal rule as to privity, is as unwarranted by first principles as it is contrary to the practice of nations. It has never been even alleged that the Paris manifesto of 1856 bound the contracting parties, as regards the United States which refused to be bound by it. If a *nudum pactum* is inoperative according to our civil code, it should surely be so likewise as regards international disputes. If, indeed, a formal treaty *expressly* granted a gratuitous favour to a third party, then, such an instrument, by its analogy to the municipal laws relating to special contracts, should, of course, be held irrevocable. But any implied donations to third parties are wholly unwarranted by a treaty which is declared to be made between the contract-

ing parties only. So untenable a proposition on the part of so eminent a jurist as Wheaton, shows the danger of constructing a code of international law, as Mr. Twiss does, upon premises which mainly rest, not upon first principles, but upon a collection of facts which can seldom constitute a sufficient induction for a law of universal obligation.

Some of Mr. Twiss's analyses display more accuracy of technical deduction than soundness or breadth of comprehension. Thus, he says (p. 192) "Title by conquest resolves itself *juridically* into title by cession, and it is not the superior power of the conqueror which gives right to his conquest, but it is the consent of the conquered which ultimately sanctions the conqueror's right of possession." We cannot appreciate this subtle reasoning, which ignores the logical maxim *causa causæ est causa causatæ*. The superior power of the conqueror is the cause of the consent of the conquered. Mr. Twiss must admit, therefore, that it is superior power that gives right to the conqueror, which, of course, he denies. Again, he distinguishes the right of empire from the right of property as to newly-acquired territory. But though he cites the authority of Grotius in support of this position, it is, nevertheless, hardly tenable. "The right of empire," Mr. Twiss argues, "may be enjoyed by a nation over certain things in which it is incapable of acquiring an absolute right of property." What are the examples adduced?—air, flowing water, the sea, and the sea shore (Inst. Lib. 11, Tit. 1, s. 1.) Only a qualified property we admit can be acquired in these; but so, also, can only a limited right of empire be exercised over them. As regards international possession, therefore, the right of empire and the right of property are concomitant and co-extensive. In his discussion of the question whether there be a general law of nations for the extra-tradition of criminals who have immigrated from a foreign country, Mr. Twiss cites a host of authorities *pro.* and *con.* He then adds (p. 346), "In the conflict of opinion amongst such high authorities, we may safely have recourse to the practice of nations." Yet, in the next page but one he says, "Heffler has very aptly remarked that the very fact of the existence of so many special treaties respecting the extra-tradition of fugitives from justice is conclusive that there is no such usage amongst nations which constitutes the surrender of such fugitives, upon the demand of a state whose laws have been violated, a perfect obligation upon other states." Heffler is certainly right, and, consequently, Mr. Twiss was in error when he referred us to the express conventions of states for the purpose of discovering a common law of nations upon this question.

The treatise before us proceeds mainly upon a basis of historical fact. Its method is, consequently, essentially erroneous. International law, if at all worthy of scientific treatment (and this few will deny), must be discussed and its problems must be solved by a constant reference to first principles of reason and justice. The construction of a complete system of international jurisprudence appears to us to be equally feasible as it is desirable. Political economy has been raised to an almost perfect science, although the conventions of states furnished seeming refutations, rather than examples, of its rules. As to international jurisprudence, treaties between different States, although, *in se*, negativing the assumption of the conformity of their stipulations to the common law of nations of the periods when those treaties were concluded, are, nevertheless, evidences of usage, which, if acknowledged in treatises of standard merit, to be recommended generally by their intrinsic utility, would soon become part of the common law of nations. Mr. Twiss has, indeed, devoted too much attention to treaties and express stipulations, and too little to the analysis of this common law. Whenever he does recur to first principles, the transition is somewhat abrupt, and the analysis exhibits more acuteness than judgment on the part of the analyst. The practical merits of the treatise, however, are very considerable. The work is more than a philosophic Hartslet. It comprises a vast amount of details arranged in a good order. The main defect of the work is one of method. It rests too much upon the terms of treaties, and too little upon first principles and authorities. Such a result is due to the chronological order in which the author has mainly conducted his investigations. These are sometimes of an elaborate character, and impart a considerable value to the treatise. It abounds with collections of recondite matter; and is likely to enjoy considerable vitality, though, we think, it is entitled to but little fame.

The National Association for the Promotion of Social Science.

BANKRUPT LAWS OF BELGIUM.

At the recent meeting of this association at Dublin, the following paper was read by Mr. Corr-Vandermæren, a judge of the Court of Commerce at Brussels.

I owe the privilege of attending this distinguished assembly to my position as chairman of the "International Association for Customs Reforms," established by the Free Trade Congress held at Brussels in 1856; I have been delegated here by the central committee of that association. To fulfil the mission with which I am charged, and to show how the question of commercial law has come into the province of our free trade association, I must ask permission to say a few words in explanation.

Engaged in the battle for free trade for a great number of years, we took advantage of the constitutional liberties which we so happily enjoy in Belgium to agitate that great question upon the continent; in 1847 we got up an international congress, "*le congrès des économistes*," where were discussed the principles of political economy in their applications to international commerce; we persevered in the teaching of those principles until 1856, when we got together another and a more important congress, "*le congrès pour les réformes douanières*." In this latter congress we discussed before several hundred members, gathered from various countries, the most practical means to reform the customs tariffs in every country; this congress gave birth to our international association, which again placed in the hands of a central committee established at Brussels the duty of carrying out its objects, and the power to convene at a proper time its future meetings. The unsettled state of Europe interfered very much with the workings of this committee; meanwhile a Belgian association, of which I was also named president, continued with unabated vigour its peaceful agitation. After five years, during which this association held meetings all over Belgium, the public mind has been converted to free trade; our tariff has been considerably reformed; and our chambers of commerce now are claiming *the complete suppression of all customs*. Thus the question of free trade in Belgium has now entered upon its last stage, and the international central committee has resolved to convene in 1862 a third congress which will have to entertain the great question of the total suppression of customs in all countries; the international association will thus become virtually one for *financial reform*.

Amongst the members of the congress of 1856, an Irish barrister, a countryman of yours, Mr. Dix Hutton, brought forward the question of tribunals of commerce. This important question was well handled by Mr. Hutton; the resolutions proposed by him were voted, and the congress referred to our association the question so ably advocated by this distinguished member of the Irish bar. It is in the performance of the duties thus devolved upon us that the Brussels committee sent me here. I regret that they did not choose a more competent person to represent them upon this occasion.

I have not made law my special study, I have passed my life in commercial pursuits; owing to that fact, I have been returned several times as judge of the Tribunal of Commerce of Brussels, and I have been lately again called to the same office by the unanimous vote of the merchants of that city. I must claim your indulgence for my insufficiency in the English language, as well as in many other respects. I shall, however, attempt to give you a slight sketch of the practical workings of the bankrupt laws of Belgium. My demonstration will necessarily be incomplete, and in order to give any additional information that may be required, I put myself at the disposal of the section to answer to the best of my abilities any questions that may be put to me respecting the internal workings of the Belgian Tribunals of Commerce.

In 1830, when Belgium, after a bloody contest, proclaimed her independence, a national assembly, perfectly independent, and in the absence of royalty, discussed clause by clause a constitution which forms the basis of those political institutions which ensure to her people the enjoyment and the blessings of perfect constitutional freedom.

(1) The civil and commercial laws of Belgium, like those of a great portion of Europe, have their basis in the great body of statute law, known by the name of "*Code Napoléon*." Those laws, particularly the commercial laws, have been modified in many respects so as to make them suitable to the country, and to the times in which we live.

For the purpose of determining disputes arising out of trading and commercial transactions, the law provides for the establishment of *tribunals of commerce* in such places as the Government shall, by reason of the extent of mercantile business in the district, see fit to determine. The laws for the organisation of these tribunals are to be found in the Code of Commerce. The object of their formation is, to secure a readier and shorter mode of determining questions arising out of commercial transactions, as also to provide a tribunal which, not being so fettered with forms as the other tribunals, may also take into consideration those principles and customs of trade, which are best understood and appreciated by those who are themselves daily and continually employed in commercial transactions. The tribunal is composed of a president, and of not less than two or more than eight judges, whose services are purely honorary. The president is chosen from among the old judges, and must be at least forty years of age. The judges are elected for two years by an assembly composed of the chief merchants and traders in the locality, from a list prepared by the governor of the province, and approved of by the minister of the interior. The judges, as also the supplementary judges, belonging to the tribunals of Belgium, must be of the age of thirty years at least, and have been actively employed in trade, with honour and success, for at least five years. The registrar and bailiffs of the Court are nominated by the King.

The intervention of solicitors, in proceedings before the tribunals of commerce, is forbidden; but in other respects, the proceedings are conducted in the same manner as before the civil tribunals. The judgment of the Court must be delivered in the presence of three judges at least, including the president. The tribunals of commerce determine, without appeal, actions in which the amount sought to be recovered does not exceed the value of 2,000 francs in principal (£80); beyond that sum, an appeal may be brought before the ordinary courts of appeal, as the tribunals of commerce stand in the same relation to matters of trade, as the tribunals of *première instance* do to civil matters.

The tribunals of commerce can alone take cognisance:—(1) of all disputes relative to engagements and transactions between merchants, traders, and bankers; (2) of disputes between all parties relative to acts of commerce; (3) of actions against factors, and merchants' clerks or servants, in matters relating to the trade in which the merchant is engaged; (4) of matters relating to failures, bankruptcies, and insolvencies. Their jurisdiction in respect to the matters which they are competent to determine is coextensive with that of the civil tribunal of the arrondissement, except where there may be more than one tribunal of commerce within the arrondissement, in which case the district over which the jurisdiction of each extends is prescribed. In arrondissements where no tribunal of commerce exists, the tribunal of *première instance* performs the functions attributed to the tribunal of commerce, according to the laws which regulate the questions cognisable by these tribunals. It is supposed by many people in this country, I have even remarked it amongst the members of Parliament, when I was examined before a committee of that house, that the Belgian tribunals of commerce are mere chambers of arbitration, whereas the fact is that those tribunals are royal courts of justice, possessing jurisdiction and executive power equal to the highest courts of the State; their judges sit in robes, as do those of the other courts. They administer justice in the name of the king. The Code de Commerce, which rules the jurisprudence of this Court, was promulgated in 1807. A section of this code is specially affected to the bankrupt laws of Belgium. Those laws of 1807 are now effaced from the Code de Commerce, and this section of it has been replaced by *a law on failures, bankruptcies, and insolvencies*, voted by the Belgian Legislature on the 18th of April, 1851, which forms now the third section of the code. It is a great improvement upon the former enactments of the Code Napoleon. The object in view in modifying those laws was to simplify, and thereby to obtain economy of time and money. Ten years' experience has proved that those objects have been admirably realised.

According to the present bankrupt laws of Belgium, every merchant or trader who ceases to pay his debts is, by that fact alone, in a state of bankruptcy.

The state of bankruptcy is declared by a judgment of the Tribunal of Commerce; it declares the cessation of payments by the bankrupt, either upon the admission of the fact of his having ceased his payments being laid before the Court by the bankrupt himself, or upon a written request proving the same fact, put before the Court by one or more of his creditors, or by the initiative of the court when the cessation of payments comes to their knowledge by bills being protested, or any other facts proving sufficiently the state of insolvency.

The Tribunal of Commerce receives from the competent authorities every month a list of all the bills protested in their arrondissement.

By the judgment declaring the state of bankruptcy, the tribunal names one or more *curateurs* or assignees to whom is confided the conduct of all the operations; it delegates one of the judges of the Court who is specially charged with the surveillance and direction of the assignee, who is previously authorised by this *juge commissaire* in every act of his administration.

The *Juge-Commissaire* reports to the Tribunal, and deliberates with the sitting judges upon every case where the interest of the estate may be engaged; he presides over every assembly held in reference to the bankruptcy confided to his charge.

By the same judgment the Court fixes the dates on which the creditors are to furnish their accounts, and on which those accounts are to be admitted or discussed. The first of those meetings must take place within twenty days.

All accounts admitted or disputed must be dealt with in open court; every creditor whose account is admitted as correct has a right to take part in the proceedings and debates.

Wherever there is any appearance of fraud, or even neglect in keeping proper books, the tribunal may, by the same judgment, order the arrest and imprisonment of the bankrupt; and the tribunal may by the same or another judgment, when acts are discovered which prove that the bankrupt had in reality ceased his payments at an earlier period, fix the state of bankruptcy at that period, so as it does not go back more than six months from the declaration of the bankruptcy.

The assignee, after taking an oath before the *Juge-Commissaire* to execute with integrity the mission which he receives from the court, proceeds with the judge accompanied by a *commis-greffier* (a registrar-clerk) to take possession of the estate.

If a detailed inventory of all the assets cannot be made out in one day, the judge orders everything to be put under the seal of the Court in his presence.

In three or four days after this a regular inventory is made out in presence of the judge, who gives over the estate into the safe keeping of the assignee. The bankrupt is summoned to be present during all these operations; and he is obliged to give all the information in his power that may be required from him; he must, and any of his family or his clerks or servants may, be put to his oath by the judge as to the question whether or not the whole of his assets have been given up for the benefit of his creditors.

The means for the winding up of the concern are carefully examined. In order to save expense of warehouse and house rent, the immediate sale of the property by auction or otherwise is generally considered the best. The sale must be authorised by a judgment of the Court, given upon the report of the *Juge-Commissaire*.

The judgment declaring a bankruptcy is brought to the knowledge of the parties interested by the public papers, by placards, and by circular letters, which are addressed to all those who may be known by the assignee.

At a subsequent meeting of the creditors, the bankrupt may, if he thinks proper, make proposals to compose with them, or, as we call it, to obtain a *concordat*. The creditors, after discussion of those propositions, vote upon them. The intention of the creditors to agree to a *concordat* must be expressed by a majority in number, and three-fourths in amount, of the whole body.

The *concordat* is not perfect without the sanction of the Court; when this sanction of the Court is obtained, the assignee gives in his account and the bankruptcy is terminated. If the composition or arrangement proposed by the bankrupt has not been accepted by his creditors, or fails to obtain the sanction of the Court, the assignee proceeds with the definitive liquidation of the estate. The law provides that all moneys received by the *curateur* must be immediately placed at interest at the *caisse des consignations*, an office belonging to the Government Treasury. The liquidation being at an end, the *juge-commissaire*, after verification and a strict audit of the accounts, and the personal account of the *curateur* being taxed by the Court, convenes a general meeting of the creditors, wherein they receive a detailed report of all the transactions of the bankruptcy; the creditors are heard in any observations which they may wish to offer; if no objections are produced they sign the *procès-verbal* of the assembly, by which they give a discharge in full to the assignee. At this latter meeting the judge consults the creditors as to the question

whether the bankrupt should or not be declared *excusable* by the Court; this word "excusable" corresponds I suppose with what I believe is called here a certificate: whatever may be the opinion of the creditors, the question of excusability remains with the Court.

If the bankrupt is declared excusable the creditors lose all future right to imprison him for whatever balance he may remain their debtor for. If he is declared *non-excusable* they recover all their rights against him, including that of imprisonment for debt, which each one of his creditors may exercise for the amount remaining due to them. The bankruptcy laws of Belgium are very lenient towards those who are only unfortunate, but they give most energetic means of punishing fraud. If at any future period a bankrupt, coming to better fortune, pays his creditors the whole amount of his debts, with interest, the law sanctions that he shall be reinstated in all his rights.

One of the judges of the Brussels Tribunal of Commerce is named every three months to perform the duties of *juge-commissaire* in all the bankruptcies declared during that period. I have had those duties to perform in Brussels during the months of May, June, and July, 1861. The Court of Brussels declared in that period twenty-four bankruptcies, all of which were confided to my direction, besides forty-three others which were given over to me from judges whose time was up. When a bankruptcy shows no assets whatever, not even the £8 or £10 which are necessary to pay the expenses of working it, it is immediately closed by a judgment of the Court; and, the effects of bankruptcy having thus ceased, the bankrupt becomes again liable to be sued and imprisoned for debt by any one of his creditors. Of the forty-three cases handed over to me from my predecessor by judgment of the Court, thirty-seven are concluded, and the Court has pronounced upon the excusability of each of these; the six remaining cases are impeded by various incidents, such as law suits, out-standing debts, or assets in foreign countries, &c. Of the twenty-four new cases declared during my period of three months, five were closed for want of assets, six have been regularly wound up and definitively disposed of; the thirteen remaining still under my direction are progressing, and, with the exception of those cases where complicated incidents interfere, I hope to have them all closed and wound up in the course of another month.

The new Bankrupt laws of Belgium now practised for ten years have produced great economy of time and money;—so much so that the President of the Brussels Tribunal of Commerce, in his report to the electors on the 12th of March last, recommended strongly the adoption of this mode of legal liquidation. "The expenses," said he, "of the working out of a bankruptcy case are very moderate, and we think that it would be much to the interest of honest dealing, except, perhaps, in cases of large establishments where the law of '*sursis*' (reprieve) may be applicable, and far more desirable, to have recourse to this judicial mode of liquidation, than to those amicable and private arrangements wherein the most pressing creditors generally obtain special advantages over the others, and which we see in almost all cases end in disastrous results.

I am afraid, gentlemen, that I have taken up more of the time of this section than I am allowed by your rules. The subject which I have tried to give a sketch of in as brief a manner as I could is extensive in its bearings, and, as I said before, I should be glad to answer any questions upon it which might interest any member of this assembly.

I shall conclude by one observation: we are labouring to suppress custom houses, to adopt uniform weights and measures, to remove all restrictions on international relations; we are labouring, in fact, to promote commercial intercourse and feelings of brotherhood between all nations by assimilating their interests. The uniformity of commercial laws,—so happily introduced into the programme of the National Association for the Promotion of Social Science—is another and a most important link in this golden chain of harmony and peace between nations, which the promoters of free-trade and of free institutions are endeavouring to put together. International uniformity of commercial laws is the corollary of free trade.

I recollect some years ago having produced at one of our free-trade meetings, as an example for Belgium to imitate, a little sixpenny book containing the British tariff, whereas at that time our tariff formed a frightful folio volume, with additional supplements.

I know very little of the commercial laws of Great Britain, but I am informed that to acquire any knowledge of them, I should have to study more folio volumes than one—a task which would be out of the reach of a commercial man.

We have profited by the example given by your sixpenny tariff; our folio volume has disappeared, and we are progressing towards reducing it to nothing. I have here in my hand a sixpenny book of our own containing the *commercial laws of Belgium*, which I offer to you in return as an example which may, at all events in its form, be useful for you to consider.

If every country had, like Belgium, a fixed code of commerce, the merchant could thus obtain for sixpence the means of acquiring some knowledge of the laws which govern his operations in trade, and which would serve him as a guide to his transactions, not only in his own country, but also in foreign countries to which he trades; and commercial law would no longer be the exclusive monopoly of lawyers.

Births, Marriages, and Deaths.

BIRTHS.

ANDREWS—On Sept. 8, the wife of Thomas Andrews, Esq., Solicitor, Bagshot, of a son.

BLAXLAND—On Sept. 11, at 18, Clapton-square, the wife of George Blaxland, Esq., of a daughter.

CREERY—On Sept. 5, at Ashford, Kent, the wife of Leslie Creery, Esq., Solicitor, of a son.

JONES—On Sept. 12, at 40, Craven-hill-gardens, the wife of Henry Cadman Jones, Esq., M.A., Barrister-at-Law, of a daughter.

SYDNEY—On Sept 5, at 88, Guildford-street, Russell-square, Mrs. Algernon E. Sydney, of a son.

MARRIAGES.

BOSANQUET—LUTTRELL—On Sept. 4, Henry Anstey Bosanquet, Esq., Inner Temple, Barrister-at-law, to Mary Anne, daughter of Colonel Luttrell, of Kilve Court.

CAWLEY—TWINBERROW—On Sept. 4, William Wilkes Cawley, Esq., Solicitor, Malvern, to Elizabeth Mary, daughter of the late John Twinberrow, of Madresfield.

COLT—COLLINS—On Sept. 5, Frederick Hoare Colt, Esq., of the Inner Temple, Barrister-at-Law, to Bertha, daughter of Henry Collins, Esq., of The Duffryn, near Newport, Monmouthshire.

HERBERT—WITHAM—On Sept. 5, George Herbert, Esq., of the Middle Temple, Barrister-at-Law, to Constantia, daughter of the late Sir Charles Witham, of Higham, Suffolk.

HOLKER—WILSON—On Sept. 5, John Holker, Esq., Barrister-at-Law, to Jane, daughter of the late James Wilson, Esq., of Gilda Brook, Eccles.

POULTER—McCREA—On Sept. 4, Brownlow Poulter, Esq., of Lincoln's-inn, Barrister-at-Law, and late Fellow of New College, Oxford, to Harriet Amelia, daughter of Rear Admiral McCrea.

TOURLE—MARTIN—On Sept. 12, John Joseph Tourle, Esq., of Southampton-buildings, Chancery-lane, to Sarah Anne, daughter of the late David Martin, Esq., of Hove, Sussex.

WEST—DICKSON—On Sept. 10, Rev. George West, to Mary Anne, daughter of William Dickson, Esq., of Alnwick and Alnmouth, Clerk of the Peace for the county of Northumberland.

DEATHS.

CARLINE—On Sept. 6, aged 47, Jane Frances, wife of Richard Carline, Esq., Solicitor, Lincoln.

PEARSON—On Aug. 28, at Madeira, Octavia Gillespie, widow of Andrew Adam Pearson, Esq., of Luce, Writer to the Signet.

WYNNE.—On Sept. 3, in her 15th year, Alice Charlotte, daughter of James Wynne, Esq., Barrister-at-Law.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Party claiming the same, unless other Claimants appear within Three Months:—

BURCHNALL, SAMUEL, of Grooby-park, and WILLIAM CUMBERLAND, of Mapplewell, Leicestershire, Farmers, £106 18s. Consols.—Paid to WILLIAM BURCHNALL, the survivor.

CHESTERMAN, HENRY, Timber Merchant, North-street, Manchester-square, £1,500 Navy 5 per Cents.—Paid to RICHARD BROWNING, the surviving acting executor of the said Henry Chesterman, deceased.

MOLONY, EDMOND, Esq., of Cloonony Castle, King's County, Ireland, £470 3 per Cents.—Paid to Alicia Bennett, widow the person named in the said order.

Next of Kin.

FOSBROOK, ANTHONY AUGUSTUS, formerly of 24, Duke-street, West Smithfield, in the city of London, but late of Holme, in the county of Norfolk, a widower, who died at Holme on the 17th day of March, 1861.—Next of kin to apply to the Solicitor to the Treasury, Whitehall, London, S.W.

London Gazettes.

Winding-up of Joint Stock Companies.

LIMITED IN BANKRUPTCY.

TUESDAY, Sept. 10, 1861.

HADFIELD'S PATENT CASK AND PACKAGE COMPANY (LIMITED).—Commissioner Perry will, on September 27, at 11, at Liverpool, proceed to make a call upon contributories for 14s. per share.

WESTMINSTER STREET RAIL COMPANY (LIMITED).—Petition for winding-up, presented September 7, will be heard before Commissioner Holroyd, on September 21, at 12. G. F. Cooke, 35, Southampton-buildings, London, Agent for Hayes & Wright, Oldbury, Worcester, Solicitors for petitioner.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Sept. 10, 1861.

ANJER, JOHN, Gent., Bedminster, Somersetshire. *Sols.* Davis & Fry, Shannon-court, Bristol. Oct. 21.

BARTON, JANE, Spinster, Silchester, Hants. *Sols.* Blandy & Blandy, 1, Friar-street, Reading. Dec. 1.

COLEMAN, MARY ANN, Widow, Sundridge, Kent. *Sol.* Holcroft, Sevenoaks. Oct. 18.

DOWNING, RICHARD, Surgeon-Dentist, Newcastle-upon-Tyne. *Sols.* Griffith & Crighton, Newcastle-upon-Tyne. Oct. 5.

ORME, HUMPHREY, Esq., St. George's, Stamford. *Sol.* Laxton, Stamford, Lincolnshire. Oct. 11.

SELLS, JONATHAN, Turner, St. John's Hill, Sevenoaks. *Sol.* Holcroft, Sevenoaks. Oct. 18.

TONGE, JAMES, Toll Contractor, Pendleton, Lancashire. *Sols.* Slater, Heelis, & Co., 75, Princess-street, Manchester. Oct. 16.

WILLOUGHBY, WILLIAM LEMOS, Esq., of 91, Victoria-street, Westminster, Middlesex. *Sols.* Parke & Pollock, 63, Lincoln's-inn-fields, Middlesex. Oct. 1.

YOUNG, Sir WILLIAM NORRIS, Bart., Lieutenant in Her Majesty's 23rd Regiment, Royal Welsh Fusiliers. *Sols.* Boger, Bewes, & Boger, Stonehouse. Nov. 15.

FRIDAY, Sept. 13, 1861.

BECKWITH, RICHARD MITCHELL, Gent., Fairfield, Liverpool. *Sol.* Houghton, 32, Lord-street, Liverpool. Nov. 21.

BAILEY, CHARLES, Gent., 4, Montague-place, Kentish-town, Middlesex. *Sols.* Denton & Hall, 15, Gray's-inn-square. Oct. 31.

EMPSON, CHARLES, Gent., 7, Terrace-walk, Bath. *Sol.* Gibbs, 4, Northumberland-buildings, Queen-square, Bath. Nov. 1.

HARRIS, WILLIAM, Farmer, Lever-hill, Kimbolton, Herefordshire. *Sol.* Lloyd, Leominster. Sept. 29.

MOORE, EDWARD, Warehouseman, formerly of Chelsea, then of Primrose-hill, and afterwards of 400, Oxford-street, Middlesex, and late of High-street, Hoxton. *Sol.* Steward, Museum-street, Ipswich. Nov. 2.

SWATLING, JOHN, formerly of Rumwood-green, near Maidstone, Kent, afterwards of Crescent-road, Plumstead, Kent, Victualler, and late of 6, Studley-road, Stockwell, Surrey, Gent. *Sol.* Humphreys, East India Chambers, Leadenhall-street, London. Nov. 9.

Assignments for Benefit of Creditors.

TUESDAY, Sept. 10, 1861.

COUNIHAN, JOHN JOSEPH, & JOHN MURPHY, Spirit Dealers, Liverpool (Counihan, Murphy, & Co.). *Sol.* Quinn, 22, Lord-street, Liverpool. Aug. 20.

DOSSETT, THOMAS HAYGOOD, Grocer, Draper, & Milliner, Bedworth, Warwick, and of Halifax, Yorkshire. *Sol.* Davis, Coventry. Aug. 15.

DOWNES, ROBERT, Bookbinder & Bookseller, 53, Paternoster-row, London. *Sol.* Burr, 12, Paternoster-row, London. Aug. 31.

GRACIE, WILLIAM, Draper, Greenfields, Llanelly, Carmarthenshire. *Sol.* Brown, Llanelly, Carmarthen. Aug. 31.

HOOPER, HENRY RICHARD, Brewer, Shirley, Southampton. *Sols.* Hearn & Mew, Newport, Isle of Wight. Aug. 15.

IBBOTSON, EDWARD, Grocer & Joiner's Tool Maker, Duke-street, Sheffield. *Sols.* Smith & Hinde, Sheffield. Sept. 3.

ISON, JOHN, Wheelwright, Blacksmith, & Innkeeper, Nailstone, Leicestershire. *Sol.* Harvey, 10, Market-street, Leicester. Aug. 19.

LITTLEWOOD, JOHN, Carpenter, Thornhill, Yorkshire. *Sol.* Walker, Dewsbury. Aug. 17.

MOORE, GEORGE, Butcher, Somersham, Suffolk. *Sols.* Jackaman & Son, Ipswich. Sept. 4.

PACK, GEORGE ROBERT, & RICHARD LINTON, Mercers & Drapers, Boston, Lincolnshire (Pack & Linton.) *Sols.* Hughes, Kearsey, Masterman, & Hughes, 17, Bucklersbury, London. Aug. 14.

RAYNER, RICHARD, Innkeeper, Bramley, Leeds. *Sol.* Booth, Leeds. Aug. 21.

RHODES, STEPHEN, Joiner & Builder, Farnworth, Lancashire. *Sols.* Greenhalgh & Hall, 8, Acresfield, Bolton-le-Moors. Sept. 5.

SMITH, EDWARD, & FREDERICK HOLMES, Drapers, Union Passage, Birmingham (The Merchant Drapers' Co.). Langford & Marsden, 59, Friday-street, Cheapside, Agents for Sale, Worthington, Shipman, & Seddon, Manchester, Solicitors. Aug. 29.

THOMPSON, JOHN, Clothier, Dover. *Sols.* Sydney & Son, 46, Finsbury-circus, London. Aug. 29.

WORDSWORTH, EDWARD EGGLESTON, Plumber & Glazier, Scarborough, Yorkshire. *Sols.* Nowell & Priestley, Barton-on-Humber. Aug. 29.

FRIDAY, Sept. 13, 1861.

BANNISTER, JAMES, Tailor, Bernard-street, Southampton. *Sol.* Mackey, Southampton. Aug. 14.

COOKE, ALFRED, Tailor, Newport, Isle of Wight. *Sol.* Rutty, 3, King-street, Cheapside, London. Sept. 6.

KIMBLE, FANNY, Linendraper, Ipswich. *Sols.* Davidson, Bradbury, & Hardwick, Weaver's-hall, 22, Basinghall-street. Aug. 26.

NORTHEY, SAMUEL LANG, Wine & Spirit Merchant, Tavistock. *Sol.* Chilcott, Tavistock. Aug. 28.

ROBINSON, THOMAS, Jeweller, Sheffield. *Sol.* Saunders, Cherry-street, Birmingham. Aug. 14.

ROTHWELL, JOHN, Bloom-street, Liverpool. *Sol.* Harris, Sandown-lane, Wavertree. Aug. 17.

SINCLAIR, GEORGE, Glass Merchant & Commission Agent, 22, Warwick-street, Pimlico, but now of 28a, Walbrook, London. *Sol.* Scott, 4, Skinner-street, Snow-hill, London. Aug. 27.

SMITH, DAVID, Tailor, 32, Gresham-street, London. *Sols.* Fraser & May, 78, Dean-street, Soho. Aug. 30.

WOOD, EDWIN, & HENRY ALDERSON, Cabinet Makers, Host-street, Bristol. *Sol.* Miller, Bristol. Aug. 22.

Bankrupts.

TUESDAY, Sept. 10, 1861.

BARSTOW, EDMUND, Grocer, Bradford. *Com.* West: Sept. 23 and Oct. 14, at 11; Leeds. *Off. Ass.* Young. *Sols.* Dawson, Bradford; or Bond & Barwick, Leeds. *Pet.* Aug. 27.

CARTER, THOMAS, Builder, Dealer in Boots and Shoes, and Warehouseman, late of 79, Shoreditch, Middlesex, and 9, Bell-yard, Doctors'-commons, London, and now of Windsor-road, Upper Holloway, Middlesex. *Com.* Holroyd: Sept. 20, at 12.30; and Oct 22, at 1; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Jay & Pilgrim, 14, Bucklersbury, London, and Norwich. *Pet.* Sept. 5.

CLARKE, FREDERICK, Licensed Victualler, Duke of Cambridge Inn, Devonshire-road, Bromley, Middlesex. *Com.* Fonblanque: Sept. 23, at 12; and Oct. 16, at 1; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Dod & Longstaffe, 19, Great Portland-street, London. *Pet.* Aug. 28.

COOMBS, WILLIAM GORHAGAN, Merchant, St. Peter's-hill, Doctors'-commons, London, and Halifax, Nova Scotia. *Com.* Holroyd: Sept. 21, at 1; and Oct. 29, at 12; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Sole, Turner, & Turner, 68, Aldermanbury, London. *Pet.* Sept. 7.

COOPER, JAMES, Wootton Bridge, Isle of Wight. *Com.* Goulburn: Sept. 19, at 12.30; and Oct. 21, at 12; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Walker & Jerwood, 12, Furnival's-inn, London, and Buckel, Newport, Isle of Wight. *Pet.* Aug. 22.

DRAKE, JAMES, Builder, 4, Lansdown-place, Upper Norwood, Surrey. *Com.* Holroyd: Sept. 20 and Oct. 22, at 2.30; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Howard, Halse, & Trustram, 66, Paternoster-row, London. *Pet.* Sept. 5.

GRAY, JAMES, Joiner and Builder, Innkeeper, and Licensed Victualler, Leeds. *Com.* West: Sept. 23 and Oct 18, at 11; Leeds. *Off. Ass.* Young. *Sols.* Middleton & Son, Leeds. *Pet.* Sept. 3.

HARTMANN, EMIL, General Merchant, 24, Martins-lane, Cannon-street, London, and 1, Little Love-lane, Wood-street, London, and 8, Bedford-terrace, Upper Holloway, Middlesex. *Com.* Holroyd: Sept. 21 and Oct. 22, at 12.30; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Bailey, 8, Tokenhouse-yard, Lothbury, London. *Pet.* Sept. 6.

MUNDY, DANIEL, Cook and Confectioner, 55, Westbourne-grove, Bayswater, Middlesex. *Com.* Holroyd: Sept. 23, at 1; and Oct. 22, at 1.30; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Buchanan, 13, Basinghall-street, London. *Pet.* Sept. 7.

PLINCE, THOMAS, Dealer in Fancy Goods, 35, Beckford-row, Walworth-road, Surrey. *Com.* Holroyd: Sept. 24, at 2.30; and Oct. 29, at 1; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Buchanan, 13, Basinghall-street, London. *Pet.* Sept. 9.

SHARPLES, JOSEPH, Soft Soap Manufacturer and Manufacturing Chemist, Ashton Old-road, Ardwick, near Manchester. *Com.* Jemmett: Sept. 25 and Oct. 25, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* G. & R. W. Marsland, Manchester. *Pet.* Sept. 5.

SLEEP, HENRY, Beer-shop Keeper, Abbey Arms Beershop, Abbey Wood, Kent. *Com.* Holroyd: Sept. 23, at 2.30; and Oct. 22, at 2; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Buchanan, 13, Basinghall-street, London. *Pet.* Sept. 7.

SMITH, JOHN, Manufacturer, Street End, near Failsworth, Manchester. *Com.* Jemmett: Sept. 26 and Oct. 24, at 12; Manchester. *Off. Ass.* Hernaman. *Sols.* Cobbett & Wheeler, Manchester. *Pet.* July 16.

THEOFILIDI, MOURAT, Merchant, Manchester. *Com.* Jemmett: Sept. 25 and Oct. 24, at 12; Manchester. *Off Ass.* Pott. *Sols.* Sale, Worthington, Shipman, & Seddon, Manchester. *Pet.* Sept. 6.

FRIDAY, Sept. 13, 1861.

COOPER, JAMES, Miller, Wootton Bridge, Isle of Wight. *Com.* Goulburn: Sept. 19, at 12.30; and Oct. 21, at 12; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Walker & Jerwood, 12, Furnival's-inn, London; and Buckell, Newport, Isle of Wight. *Pet.* Aug. 22.

EDBROOKE, ROBERT, Brightsmith and Bellhanger, 14, Orchard-street, Bristol. *Com.* Hill: Sept. 23 and Oct. 28, at 11; Bristol. *Off. Ass.* Miller. *Sol.* Ayre, jun., Bristol. *Pet.* Sept. 10.

GOODWIN, JOSEPH, Earthenware Manufacturer, Tunstall, Staffordshire. *Com.* Sanders: Sept. 27 and Oct. 25, at 11; Birmingham. *Off. Ass.* Kinnear. *Sol.* Smith, Birmingham. *Pet.* Sept. 9.

HALL, THOMAS, Licensed Victualler, North End, Fulham, Middlesex. *Com.* Holroyd: Sept. 27, at 2; and Oct. 29, at 1.30; Basinghall-street. *Off. Ass.* Edwards. *Sol.* Edmunds, 1, New-inn, Strand, London. *Pet.* Sept. 11.

HILLS, JOHN, Baker and Flour Dealer, Faversham, Kent. *Com.* Holroyd: Sept. 24, at 2; and Oct. 29, at 2.30; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Lawrance, Plews, & Boyer, 14, Old Jewry-chambers, London; or Messrs. Bathurst & Phillips, Faversham, Kent. *Pet.* Sept. 5.

MEEK, JOHN THOMAS, & HENRY MARTIN RADLOFF, Oil Refiners, Chicksand-street, Whitechapel, Middlesex. *Com.* Holroyd: Sept. 24, at 2.30; and Oct. 18, at 2; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Norton, Son, & Elam, 37, Walbrook, London. *Pet.* Sept. 5.

SOARES, MANOEL JOAQUIM, & AUGUSTO SOARES, General and Commission Merchants, 50, Mark-lane, London (M. J. Soares & Sons). *Com.* Holroyd: Sept. 26, at 1; and Oct. 29, at 2; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Van Sandau & Cumming, 13, King-street, Cheapside, London. *Pet.* Sept. 10.

STINCHCOMBE, THOMAS, Woollen Draper, 27 & 28, Cloth Fair, London (Thos. Stinchcombe & Co.). *Com.* Holroyd: Sept. 25, at 12; and Oct. 29, at 12.30; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Ashurst, Son, & Morris, 6, Old Jewry, London. *Pet.* Sept. 6.

BANKRUPTCIES ANNULLED.

FRIDAY, Sept. 13, 1861.

CHORLEY, WILLIAM BROWNSWORD, Slate & Slab Merchant & Manufacturer of Slate Slabs, 16, Great Ormond-street, and 37, Hart-street, Bloomsbury, Middlesex, and of Cwmorthen, Festiniog, Merionethshire, North Wales. Sept. 12.

HOW, FREDERICK, Butcher, Whitstable, Kent. Sept. 13.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, Sept. 10, 1861.

GEORGE PATRICK ROONEY, Licensed Victualler & Builder, Liverpool. Sept. 26, at 11; Liverpool.—ROBERT CRADOCK DAVIES & JOHN NICHOL THOUGHTON, Bankers, 187, Shoreditch, Middlesex. Oct. 8, at 11; Basinghall-street.—JOSEPH APPLETON, Hop Merchant, Three Crown-square, Southwark, Surrey. Oct. 1, at 11; Basinghall-street.—THOMAS BACON, Hotel Keeper, Newmarket, Cambridgeshire. Oct. 2, at 12; Basinghall-street.—STEVENS TRIPP, Money Scrivener, Bill Broker, and Commission Agent, 15, Serjeants'-inn, Fleet-street, and late of 2, Adelaide-place, King William-street, London. Oct. 5, at 11; Basinghall-street.—JOHN JOSEPH, Importer of Foreign Goods, 87 & 88, Houndsditch, London, and 8, Alton-terrace, Albion-road, Dalston, Middlesex. Oct. 2, at 1; Basinghall-street.—THOMAS CLAPHAM, Silversmith and Jeweller, 48, Piccadilly, Middlesex. Oct. 2, at 11; Basinghall-street.—ANGUS JENNINGS & WILLIAM TAYLOR JENNINGS, Ship Stores & Commission Merchants, 14, Little Tower-street, London. Oct. 2, at 12; Basinghall-street.—GEORGE JAMES M'LENNAN, & JOHN WILLIAM BIRD, Builders & Contractors, 12, Osnaburgh-street, Regent's-park, Middlesex. Oct. 2, at 1.30; Basinghall-street.—JOHN EVERARD FARR, Carpenter & Builder, Baldock, Hertfordshire. Oct. 2, at 1; Basinghall-street.—LEWIS ROBERT POOLE & SAMUEL BRYAN, Boot & Shoe Manufacturers, 504, New Oxford-street, Middlesex, and Northampton. Oct. 2, at 11; Basinghall-street.—PHILLIP RAPHAEL, Wine & Spirit Merchant & Publican, St. James's Tavern, Duke-street, Aldgate, London, and Cigar Dealer & General Merchant, Magdalen-row, Great Prescot-street, Middlesex. Oct. 2, at 12.30; Basinghall-street.—ARCHIBALD ARTHUR COUPER, East India & Commission Merchant, Winchester-house, Old Broad-street, London. Oct. 2, at 11.30; Basinghall-street.—WILLIAM JAMES WINDRAM & EDWARD SQUIRE TEBBUTT, Elastic Web Manufacturers, Leicester. Oct. 3, at 11; Nottingham.—JAMES CAUDWELL, Coal and Coke Merchant, Southwell, Nottinghamshire. Oct. 10. at 11; Birmingham.—GEORGE KYNERSTON PALING, Draper, Wolverhampton, Staffordshire. Oct. 25, at 11; Birmingham.—WILLIAM BOWEN, Victualler Swansea. Oct. 3, at 11; Bristol.—JAMES PERROTT, Draper, Cheddar, Somerset. Oct. 3, at 11; Bristol.—JAMES M'MASTER & SAMUEL HAINES, Drapers & Tea Dealers, Abergavenny, Monmouth (M'Master, Haines, & Co.). Oct. 3, at 11; Bristol.—THOMAS WINWOOD, Grocer & Tea Dealer, Neath, Glamorganshire. Oct. 3, at 11; Bristol.—JOHN ACOCK, Builder, Winchcomb-st. Cheltenham. Oct. 3, at 11; Bristol.—THOMAS WILLIAMS, Grocer & Draper, Crickhowell, Brecon. Oct. 4, at 11; Bristol.—THOMAS WATTS, Sail & Ships' Colors Maker, Bristol. Oct. 4, at 11; Bristol.—JOSEPH HARROP & JAMES HARROP, Woollen Manufacturers, Westbury, Wilts. Oct. 4, at 11; Bristol.—EDWIN FOWLER, Draper & Tailor, Bristol, and Pontypool, Monmouth. Oct. 4, at 11; Bristol.—JOHN RODGERS, Draper, Merthyr Tydfil, Glamorgan. Oct. 5, at 11; Bristol.—JOHN HYNDMAN, Beer & Porter Merchant & Licensed Victualler, Dock-street, Newport, Monmouth. Oct. 5, at 11; Bristol.—GEORGE REEVES, jun., Riding Master, Livery Stable Keeper, & Horse Dealer, Cheltenham. Oct. 5, at 11; Bristol.—THOMAS SAMPSON, Shawl Manufacterur, Ham Mills, Stroud, Gloucester, and WILLIAM BARNARD, Shawl Manufacturer & Woollen Cloth Manufacturer, Highlands, Minchinhampton, and of Stroud (Thomas Sampson & Co.); also separate estate of WILLIAM BARNARD. Oct. 5, at 11; Bristol.—DAVID WILLIAM JAMES, Coal Merchant & Coke Manufacturer, Llwyncelyn Colliery, Llanwonno, Glamorgan. Oct. 10, at 11; Bristol.—RICHARD WILSON, Flax Spinner, Leeds, York. Oct. 1, at 11; Leeds.—GEO. WILSON & JOHN WILSON, Heckmondwicke, York. Oct. 1, at 11; Leeds.—JOHN EARNSHAWE & GEO. EARNSHAWE, Dyers, Halifax. Oct. 1, at 11; Leeds. STEPHEN STORRY SMITHSON, Provision Merchant & Ship Owner, Kingston-upon-Hull. Oct. 2, at 12; Kingston-upon-Hull.—ABRAHAM CHAMBERLIN, Butcher & Cattle Dealer, 245, High-street, Exeter, and of Stoke Canon, Devonshire. Oct. 8, at 12; Exeter.—RICHARD PAIN, Ironmonger, Exeter, and 48 & 49, Western-road, Brighton. Oct. 8, at 12; Exeter.—GEORGE CHANT, Glove Manufacturer, West End, Stoke-sub-Hambden, Somersetshire. Oct. 8, at 12; Exeter.—NOAH MILLER, Builder, Sidmouth, Devonshire. Oct. 8, at 12, Exeter.—FREDERIC EVERY, Scrivener, Bampfylde-street, Exeter, and Alphington-road, Saint Thomas, Devonshire. Oct. 8, at 12; Exeter.—JOHN FRENCH, Butter & Corn-factor, Martock, Somersetshire. Oct. 8, at 12; Exeter.—JOHN DALLY, Innkeeper & Coal Merchant, Starcross, Kenton, Devonshire. Oct. 8, at 12; Exeter.—EDWARD WILLIAMS, Builder & Joiner, Wrexham, Denbighshire. Sept. 27, at 11; Liverpool.—RICHARD FORSHAW, Machine Manufacturer, Liverpool (Richard Forshaw & Co.) Sept. 27. at 11; Liverpool.—JOSEPH WORSLEY, Draper, Witton, Cheshire. Sept. 27, at 11; Liverpool.—JAS. GRAHAM, Blue Manufacturer, Liverpool. Oct. 2, at 12; Liverpool.—GEO. SLEDDALL WRIGHT & JOHN WRIGHT, Brewers, Wine and Spirit Merchants, Liverpool (G. & J. Wright). Oct. 2, at 12; Liverpool.—EDWARD BROWN, Brewer, Ditton, near Warrington, Lancashire. Oct. 2, at 11; Liverpool.—HUGH MACKAY & WILLIAM BISHTON DAVIES, Shipwrights, Ship Dealers, Liverpool. Oct. 2, at 12; Liverpool; HENRY LENOX, Merchant, Liverpool. Oct. 2, at 12; Liverpool.—WILLIAM THOMAS, Draper, Llanerchymedd, Anglesey. Oct. 2, at 12; Liverpool.—JOHN JONES, Draper, Wrexham, Denbighshire. Oct. 2, at 12; Liverpool.—JOHN MERSON & T. BRECK INGHAM, Glass Manufacturers, St. Helen's, Lancashire (J. Merson & Co.) Oct. 2, at 12; Liverpool.—ED. LYON & JOSEPH GREENWOOD, Builders, Huyton Quarry, Lancashire. Oct. 2, at 11; Liverpool.—HENRY ELIAS MOSS, Merchant, Liverpool. Oct. 2, at 11; Liverpool.—ROBERT CARRUTHERS & GEORGE CARRUTHERS, Drapers, Liverpool. Oct. 4, at 12; Liverpool.—WILLIAM FARRELL, Cattle Salesman, Kensington, and of the Cattle Market, West Derby, Lancashire. Oct. 4, at 12; Liverpool.—JOHN WREFORD HUNT, Lamp Manufacturer, Liverpool. Oct. 4, at 11; Liverpool.—JOHN LANGTON, Ship Owner, Liverpool. Oct. 4, at 11; Liverpool.—CHARLES TURMEAU, Tobacconist, 11, Castle-street, Liverpool. Oct. 4, at 11; Liverpool.—JOHN ROBINSON, Plumber, Painter, & Glazier, Liverpool. Oct. 4, at 12; Liverpool.—JOHN PARKER HALL, Broker & Commission Agent, Liverpool. Oct. 4, at 11; Liverpool.—THOMAS BARTON, Tanner, Liverpool (Barton & Son). Oct. 4, at 11; Liverpool.

FRIDAY, Sept. 13, 1861.

PHILIP TURNER MILLER, Linen Draper, Aylesbury. Sept. 24, at 2; Basinghall-street.—WILLIAM SMITH & ROBERT WALLS SINCLAIR, Linen Factors, 10, Pancras-lane, London (Smith, Sinclair, & Company.) Oct. 10, at 12.30; Basinghall-street.—ARTHUR DUFFIN KIDD, Straw Hat Manufacturer, 10, Fore-street, and 10, Cripplegate-buildings, London (Archibald Duffin). Oct. 9, at 12.30; Basinghall-street.—JOSEPH MANTUA, Jeweller, Cutler, & General Dealer, Market-place, Luton, Bedfordshire. Oct. 9, at 1.30; Basinghall-street.—GEORGE TODD, jun., Builder, Ranelagh Works, Cheyne-walk, Chelsea, Middlesex. Oct. 8, at 11.30; Basinghall-street.—DANIEL PILDITCH, Builder, Oakley-crescent South, Chelsea, Middlesex. Oct. 7, at 11; Basinghall-street.—CHARLES NICHOLSON, EDWARD PASCALL, & WILLIAM STONE, Warehousemen, Cannon-street West, London. Oct. 8, at 12.30; Basinghall-street; same time sep. est. of Charles Nicholson & William Stone.—JAMES COOK & HENRY BICKERTON GREENWOOD, Wine & Spirit Merchants, 44, Mark-lane, London (Cook & Greenwood.) Oct. 8, at 12; Basinghall-street.—EDWARD RUSSELL DAUNT & JOHN WILSON, Bill Brokers, 37, Old Broad street, London (Daunt, Wilson, & Company.) Oct. 7, at 11; Basinghall-street.—ROBERT SPEAR BEGBIE, Merchant, 6, Great Winchester-street, London. Oct. 4, at 1.30; Basinghall-street. JOSEPH BUSHELL & ALFRED WALKER, Straw Hat Manufacturers, 93, Wood-street, London, and of Harpenden, Hertford. Oct. 7, at 11; Basinghall-street.—THOMAS GERMAIN, Italian Warehouseman, 75, Gracechurch-street, London. Oct. 5, at 12; Basinghall-street.—WILLIAM HENRY SMITH, HENRY WILLIAM WITHERS, CHARLES WILLIAM COEN, & GEORGE PARSON, Coal Merchants, Creek Bridge-road, Deptford, Kent (Smith, Withers, & Co.) Oct. 7, at 11; Basinghall-street; joint estate of William Henry Smith; same time sep. est. of William Henry Smith.—JOHN YATES, Mustard Manufacturer & Drysalter, 14, Berry-street, Clerkenwell, Middlesex. Oct. 5, at 11.30; Basinghall-street.—JOSEPH BARNETT BEHRENS, Dealer in Pictures, 4, Coventry-street, Haymarket, Middlesex. Oct. 7, at 12; Basinghall-street.—THOMAS FUGGLE DIAMOND, Warehouseman & Commission Agent, Blue Boar-court, Friday-street, London. Oct. 5, at 11; Basinghall-street.—SAMUEL VAGG, commonly known as SAM COLLINS, Licensed Victualler, late of Hyde, Hendon, Middlesex, now of 40, Gower-place, Bedford-square, Middlesex. Oct. 7, at 1; Basinghall-street.—GEORGE ELLIOTT, Blacksmith & Licensed Victualler, West-street, Farnham, Surrey. Oct. 5, at 11; Basinghall-street. THOMAS CREASY BARBER, Currier and Leather Seller, 67, High-street, Gravesend, Kent, Grays, Essex, and Enfield, Middlesex. Oct. 5, 11.30: Basinghall-street.—ISAAC ANTOINE CHOMEL, Jeweller, Watch, & Clock Maker, 4, Saint James'-street, Saint James, Westminster. Oct. 5, at 11; Basinghall-street.—GEORGE DAVIS, Builder, Plumber, & Brass Foander, Southampton. Oct. 7, at 1; Basinghall-street.—GEORGE PEPPANI, Sail Maker & Ship Chandler, 133, Minories, London. Oct. 4, at 2; Basinghall-street.—HENRY JAMES NORFOR, Builder, Great Yarmouth, Norfolk. Oct. 7, at 1; Basinghall-street.—EDWIN KITT, Publican, Bent Arms, Lindfield, Sussex. Oct. 7, at 12; Basinghall-street.—JOHN GOODALL BRETT, Grocer & Draper, Hornchurch, Essex. Oct. 7, at 12; Basinghall-street.—SAMUEL WESTON MOORE, Lace Manufacturer, Nottingham. Oct. 3, at 11; Nottingham.—GEORGE WILLIAM CAVE, Bleacher, Nottingham. Oct. 10, at 11; Nottingham.—THOMAS SADLER REED, Silk Manufacturer, Derby. Oct. 10, at 11; Nottingham.—TERENCE FITZPATRICK, Newark-upon-Trent, Nottinghamshire, and BERNARD FITZPATRICK, Nottingham, Travelling Drapers. Oct. 10, at 11; Nottingham.—JOSEPH MORRIS, Needle Manufacturer. Astwood Bank, Feckenham, Worcestershire (Joseph Morris & Sons). Oct. 25, at 11; Birmingham.—EDWIN PARKES, Currier & Leather Seller, Gloucester. Oct. 10, at 11; Bristol.—EDWARD WETHERSTONE, Plumber, Cheltenham. Oct. 10, at 11; Bristol.—THOMAS PLUMMER DUNN, Woollen Flock & Waste Dealer, Woodchester, Gloucestershire, and of Maesteg, Glamorganshire, Iron Master & General Shop Keeper. Oct. 10, at 11; Bristol.—WILLIAM CLAYTON, Langcliffe, York, WILLIAM CLAYTON, Lostock, Walton-le-dale, Lancashire, and WILLIAM WILSON, Preston, Lancashire, Bankers. Oct. 10, at 12; Manchester.—THOMAS SAMUEL DALTON, HENRY DALTON, and WILLIAM HEAP, Calico Printers, Manchester (Dalton Brothers). Oct. 9, at 11; Manchester.—CHARLES PENNINGTON, Builder, Timber Dealer and Commission Agent, Manchester, formerly of Salford. Oct. 10, at 12; Manchester.—JAMES DANIELLS, Iron Merchant and Commission Agent, Manchester. Oct. 10, at 12; Manchester.—WILLIAM WHITAKER, Merchant, Bradford. Oct. 4, at 11; Leeds.—GEORGE HILL, Grocer & Tea Dealer, South Milford, Yorkshire. Oct. 4, at 11; Leeds.—HENRY BINNING, & GEORGE DOWSON, Ship Owners, Middlesborough, Yorkshire. Oct. 4, at 11; Leeds.—JAMES BOOTH, jun., Worsted Manufacturer, Bramley, Yorkshire (J. & J. Booth). Oct. 4, at 11; Leeds.—JOHN SMITH, Stuff Manufacturer, Bradford. Oct. 4, at 11; Leeds.—THOMAS PARKINSON, Stock and Share Broker, Halifax. Oct. 4, at 11; Leeds.—EDWARD PARKIN, sen., File Manufacturer, Sheffield. Oct. 5, at 10; Leeds.—WILLIAM MARTIN, ALFRED PHILLIPS YOULE, and WILLIAM RICHARDSON ROEBUCK, Iron Manufacturers, Doncaster. Oct. 5, at 10; Leeds.—JAMES MARK MARTIN, Ironmonger, Brazier, & Gasfitter, Chesterfield. Oct. 5, at 10; Sheffield.—GEORGE HARTLEY, Common Brewer, Sheffield. Oct. 5, at 10; Sheffield.—JOHN PARKIN and EDWIN PARKIN, Ironforgers, Oughty Bridge, Sheffield (John Parkin and Brothers). Oct. 5, at 10; Sheffield.—DAVID SILLAR & JOHN CHARLES SILLAR, Merchants, Liverpool, and of Shanghai, China. Oct. 3, at 11; Liverpool.—THOMAS BLADES WALDEN, Silk Mercer and Draper, Liverpool. Oct. 3, at 11; Liverpool.—JOHN MERSON and THOMAS BRECK INGHAM, Glass Manufacturers, St. Helen's, Lancashire (Merson & Co.). Oct. 4, at 11; Liverpool.—ROBERT HELSBY & JOSEPH HELSBY, Builders, Garston, Childwall, Lancashire, and of Warrington (Robert and Joseph Helsby). Oct. 4, at 11; Liverpool.—JOHN CURRON, Joiner and Builder, Liverpool. Oct. 4, at 11; Liverpool.—EDWARD LINDSAY BAKER, Ship Broker & Commission Agent, Liverpool. Oct. 4, at 11; Liverpool.—THOMAS FLEMING, Merchant and Commission Agent, Liverpool. Oct. 4, at 11; Liverpool.—ROBERT MORROW, JOHN MORROW, & CLARKSON GARDUTT, Merchants & Commission Agents, Liverpool. Oct. 4, at 11; Liverpool.—HENRY CLAPHAM, Woollen Draper, Liverpool. Oct. 4, at 11; Liverpool.—HUGH MATHESON, Merchant, Liverpool. Oct. 7, at 11; Liverpool.—ROBERT WAUDBY KIRKUS, Chemist & Druggist, Walton-on-the-Hill, Liverpool. Oct. 7, at 11; Liverpool.—JOHN SCOTT, jun., & RICHARD WOODWARD POWELL, Tea Merchants, Liverpool (Scott, Powell, and Company); also separate estate of each. Oct. 7, at 11; Liverpool.—JOSEPH EDWARD BELCH, Ship Broker, Liverpool. Oct. 7, at 11; Liverpool.—THOS. HINDLE, Builder, Liverpool. Oct. 7, at 11; Liverpool.

We cannot notice any communication unless accompanied by the name and address of the writer.

*** *Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher.*

THE SOLICITORS' JOURNAL.

LONDON, SEPTEMBER 21, 1861.

CURRENT TOPICS.

We alluded last week to a rumour prevalent in Bristol to the effect that Mr. Inskip, who is the housekeeper and usher of the local Court of Bankruptcy there, was about to be appointed to the office of Assistant-Registrar of that Court. We are now authorised to state that there exists no intention of appointing Mr. Inskip to this office. If any recommendation in favour of such an appointment has been made, it has not prevailed; and if any intention of carrying it out has at any time been entertained, it is now abandoned. We congratulate our readers and the profession, especially our correspondent from Bristol, whose timely remonstrance on this subject appeared in our impression of last week, in being able to make this announcement.

Another vacation grievance is complained of, arising in this instance in the Common Law Taxing Offices. A correspondent points out that out of the fifteen masters, one only remains in London to transact business for all the courts. He sits for three hours a-day, on four days in the week only; and as a general rule, refuses to transact any but "vacation" business. This consists mainly, we believe, of "short bills," that is to say, bills of costs in actions after judgment by default, or where the amount is under £20. The master will also tax in all cases of pressing importance, such as impending executions, where serious loss would arise from delay; and, as a matter of course, in all cases where specially directed by the Court to do so. Any bills, other than the above, are taken only as a matter of courtesy, in case the master happens to be at leisure, and with respect to them he refuses to make any appointment. Such, at least, is the representation which has been made to us, and we should be glad to be furnished with the experience of practitioners on the subject if our impression is erroneous. The only question, therefore, seems to be, whether the case complained of falls within either of the classes above described; if not, it is by no means clear how a failure to obtain a matter of indulgence can be fairly considered as a grievance. It is manifest that to alter the whole practice of the taxing offices, and to throw them open during the autumn for the transaction of all business, would be tantamount to doing away with the vacation altogether; and if it were incumbent on the masters to proceed with taxation, on the application of any one who may present himself, we should have a system of preference introduced, depending on the priority of application in each case. If it should be thought desirable to enlarge the class of vacation business, we can suppose an arrangement easily made whereby one master should attend in rotation for each court. But at present it is not alleged that all the so-called regular vacation business cannot be discharged by one master. As to the enjoyment of a vacation, that is a right so highly prized that nothing but the most clearly established necessity will warrant an invasion of the privilege. This, indeed, is felt by our correspondent. The only difficulty is how to admit the claim upon the master's time of one applicant, unless his case is one of those above enumerated, without letting in the claims of all others at the same time.

It seems absolutely necessary that a distinction should be made between vacation and other business in the taxing offices as in other branches of the Court; but it is highly desirable that a clear and liberal rule, when once made, should be strictly adhered to, otherwise an infringement which is granted as a favour, may come to be looked upon as a matter of right.

The annual report of the Council of the Law Society, which will be found in another part of our impression, will be read with much interest, offering, as it does, the latest observations and reflections of a number of specially qualified professional men on subjects which, either externally or internally, affect the whole body. Not only does the practical working of new statutes which affect the profession fall immediately under the observation of these gentlemen, but their attention is also *ex officio* directed to proposals for the amendment of the law, and to the more silent changes which are continually taking place within the ranks of the profession itself. It is gratifying to observe that, in regard to the last particular, their report is encouraging and satisfactory. They point to signs of manifest improvement both in the *status* and influence of the body whose interests they guard over and represent.

A review of the new Act relating to attorneys is rendered incumbent upon the Council, from the circumstance that its provisions are not always observed. Even to lawyers, it seems, and especially to young lawyers, repeated notice is required of the obligations laid upon them by statute, as to registering articles of clerkship, registering commissions, the production of the certificate of duty having been paid, and the prohibition of articled clerks from holding other offices. With great justice the Council point to the success of their efforts in establishing a general test examination, both before entering into articles and during articles, a measure which will be fraught with the greatest advantages both to the profession and the public, whilst it must very considerably affect the pursuits and course of study of a large majority of articled clerks. They will have now, before their final legal examination, to undergo a matriculation examination and a "little go" in general subjects, as prescribed by the rules of the 26th of July last. Some useful suggestions as to the best mode of providing facilities of study for articled clerks in the country will be found in our correspondence of this week.

Inquiries have in some instances been prosecuted by the Council as to the operation of the new Inland Revenue Act upon certain matters of taxation connected with the profession. Two points have been ruled which deserve notice; one that attorneys and solicitors who may transact the class of business usually managed in London by house agents, such as the letting and receiving the rent of houses, are not, on that account, to be charged under the Act with additional duty. Another is that no stamp duty attaches to a written authority from a vendor to a purchaser to pay the purchase-money to the vendor's solicitor.

The Treasury minute of the 16th of March last, empowering district registrars to prepare affidavits and other documents for parties who are unassisted with other professional advice, is commented upon by the Council in terms of just reprobation, as being dangerous to the public and needlessly injurious to the regular practitioner. On this subject our own opinion has already been expressed on precisely similar grounds. We are further informed that the practice which had crept in of surrogates acting as proctors' agents was first checked at the suggestion of the Council and is now put an end to.

Cases of invasion and encroachment upon solicitors' practice are again alluded to, and the imperfect nature of the remedy is pointed out. The council say they are unauthorised to sue unqualified persons for penalties for acting in matters of this kind; such prosecutions can be instituted only in the name of the Attorney-General by

the Solicitor of Inland Revenue. The Council instruct their own secretary to assist the Solicitor in investigating these cases; but a clear statement of the evidence in each case is required, and no penalties can be recovered after the lapse of two years. Under the head of malpractice we have a summary of the various cases which have arisen in the course of the year, in which frauds and irregularities have been punished and checked at the instance of the Council.

With a few firm and temperate remarks the Council dismiss the question of "privilege of Counsel" which arose between them and Mr. Huddleston in November last. The rest of the report is devoted to the internal affairs of the society. At this period of comparative leisure a retrospect of the past year comes with peculiar advantage. By demonstrating the exact position of the profession in all quarters where changes have been made or are expected, it provides security for the present and the best foundation for wise improvement in the future.

THE LANDED ESTATES COURT—TRANSFER OF TITLE IN LAND.

No. II.

The gist of the statute 21 & 22 Vict. c. 72, which has established the Landed Estates Court as at present constituted, is contained in the sixty-first section of that Act. By that clause every conveyance executed as therein mentioned by any judge of the court, and purporting to pass an estate in fee, is rendered effectual to pass such estate, subject to such charges, tenancies, rights of common, easements, and leases, as may be expressed therein, but discharged from all other estates and incumbrances; and every conveyance of a lease, rent-charge, annuity, or partial estate, is rendered effectual to pass the estate designated in the instrument, subject, as to a lease, to the rent and covenants annexed to the reversion; and, as to rent-charges, annuities, &c., to such tenancies, rights, and easements as are expressed in the instrument; but freed from all other rights, titles, charges, and incumbrances. Conveyances are made, subject to rent-charges in lieu of tithes, crown rents, quit rents, and drainage charges under the 5 & 6 Vict. c. 89, and 10 & 11 Vict. c. 32. Commons and easements were inconsistently excepted out of the original Act. In the case of *Rorke* v. *Errington* (7 Ho. of Lds. Cas. 617), the effect of the Act was sought to be entirely evaded. In that case A.'s estate, upon which B. had a lease, had been sold by the Incumbered Estates Court. A paper, called "a rental," was, under the 23rd section of the 12 & 13 Vict. c. 77, issued by the Commissioners for the purpose of informing everybody as to what was to be sold. This document recognised the existence and validity of B.'s lease, and proper notices in conformity with that rental were given to the tenants. C. became the purchaser of part of the land, and in the conveyance made to him by the commissioners under the 27th section of the 12 & 13 Vict. c. 77, there was introduced a mistaken description, accompanied by a map, which was also erroneously drawn, of the land purported to be conveyed. The description and map described the land which was held by B. under his lease. In ejectment by C. against B. the House of Lords held, on appeal, reversing the decision of the Irish Court of Exchequer Chamber, that evidence to impeach the conveyance executed by the commissioners had been improperly admitted; that the question founded upon that evidence was improperly submitted to the jury; and that, under the 27th section of the Act last mentioned, the land must be conclusively deemed to have passed by the conveyance, subject only to the leases "expressed therein." The House of Lords also held that the 49th section of the same Act rendered the conveyance conclusive evidence that all necessary acts had been duly performed, and that all requisite consents had been given. The ground of this appeal was the want of jurisdiction in the commissioners to sell an unincumbered portion of an estate, the other parts of which were incumbered. We may observe that such a question could not arise under the present Act: nor can it be raised in any case under the West India Incumbered Estates Act, 17 & 18 Vict. c. 117, inasmuch as the 38th section of that Act provides that "no conveyance made by the commissioners shall be set aside on the ground of their not having had jurisdiction over the subject matter thereof." A point very similar to that raised in *Rorke* v. *Errington*, strange to say, had become the subject of judicial decision in two Irish cases relating to the decisions of trustees of forfeited estates. These trustees had been invested with arbitrary powers under a commission consequent on the Irish Rebellion of 1688, and possessed a Parliamentary jurisdiction in Ireland similar to that at present enjoyed by the Landed Estates Court. The decision of these trustees was held, in the case of *Ellis* v. *Segrave* (5 Bro. P. C. 478), to be final. The case of *Annesley* v. *Dixon* (Holt 372, 377; 7 Bro. P. C. 213, Toml. ed.), on the other hand, decided that these trustees could not give themselves jurisdiction by declaring an estate forfeited. The judges, upon questions submitted to them by the House of Lords in *Rorke* v. *Errington*, were unanimous in the opinion that the conveyance of the commissioners passed the estate discharged of B's. lease, and the House ruled accordingly. When arguments are advanced in favour of the exceptional jurisdiction of this Court, founded upon the absence of complaints and mistakes (as has been recently done by the Irish Solicitor-General at the meeting of the Social Science Association, at Dublin), it should not be forgotton that the case of *Rorke* v. *Errington* is one which has actually occurred; that the court was then in the probationary stage of its existence, and is not likely to be more vigilant now when endued with permanent authority than it was then; and that such mistakes being irremediable, are not to be lightly discussed as of infrequent occurrence and unimportant in results.

Our readers are familiar with the mode in which the Statute of Uses was evaded by the Court of Chancery. That statute was somewhat similar in principle to the Acts under which the Irish Landed Estates Court has been established. By the first-mentioned statute the corporal seisin of the land is transferred, by the magic of an Act of Parliament, from the legal owner to the *cestui que trust;* by the latter series of enactments both the legal and the beneficial interests in the land are transferred to the purchaser in despite of all other claims and titles, save such as are excepted by the instrument of conveyance itself or by statute. The Court of Chancery, in interpreting the Statute of Uses, was more modest in its pretensions than the Irish Court of Exchequer Chamber has been, as regards the 12 & 13 Vict. c. 77; for equity at no period sought wholly to avoid the Statute of Uses, whereas the decision of the Irish Court of Queen's Bench in *Errington* v. *Rorke* (6 Ir. Com. Law Cas. 279), tended completely to neutralise The Incumbered Estates Court Act. The current of public opinion or social exigencies of the day may possibly in time to come influence our courts in deciding upon the construction to be placed upon Acts of the Legislature. But, when a statute has been passed in harmony with the requirements of the period in which it is promulgated, if courts of law were to show themselves astute in depriving it of its force, to whatever arbitrary or moral results the application of that force may lead, the Legislature would be likely in such a contingency to re-assert itself by means of *ex post facto* legislation. And this, we believe, was actually contemplated regarding the Landed Estates Court, if the House of Lords had not reversed the decision in *Errington* v. *Rorke*. It is eminently desirable, therefore, that attention should be timely directed to the nature of the Bills with which we are threatened, before Parlia-

ment shall have committed itself to the adoption of principles contrary to received maxims of law and justice, which, if once established, would in all probability be propped up, if necessary, by supplemental legislation.

The present Act possesses a great advantage over its predecessor as regards the efficaciousness of the method which it has adopted to realise the views of its authors. The first Act applied only to estates that were incumbered. Accordingly, as was ascertained by the commission of inquiry which investigated the working of the Court in 1855, owners actually created charges upon their estates for the purpose of giving the Court jurisdiction to sell. There is no doubt that the principle of the Act applies in the nature of things equally to unincumbered as to incumbered estates. The Act is considered to have worked well in Ireland. The prosperity of that country, however, since 1850 is by no means attributable to the Court; nor, indeed, could that prosperity have flowed from any effort of the Legislature. The price of agricultural produce has risen since 1859 almost progressively. This has been partly owing to the outbreak of the Russian war, and partly to the influx of gold from Australia and California. Lesees at a fixed pecuniary rent have been thus better able to meet the claims of the landlords than if the prices of agricultural produce had been either falling or stationary. We do not think that the throwing of immense quantities of land suddenly into the market, which the Incumbered Estates Court effected, could have served any useful purpose whatsoever. The price of land, like that of every other commodity, depends on demand and supply; and there cannot be a forced increase of the quantity in the market without a fall of price. Land, accordingly, in Ireland, in 1849 and 1850, used to fetch a purchase-money not greater than the value of a few years rent. The persons who suffered most from this effect of the Court on the value of landed property were generally puisne incumbrancers. The properties sold were in many cases incumbered to their full normal value. When the price of land fell, as it did in 1849, the creditors of the owner lowest down on the list got nothing, while such of his immediate relatives as had family charges either bought in the estate in order to keep it in the family, getting credit for their charges in the purchase-money, or were, at all events, as a general rule, paid off in full. Incumbrancers who had lent their money when the price of land was high were thus the chief sufferers from the operation of the Act. Besides, the peculiar condition of Ireland in 1849, which seemed to call for a change in the tenure of land as likely to obviate the periodic recurrence of agricultural distress, the state of the law in that country facilitated the working of the Incumbered Estates Court Act. Since the reign of Queen Anne, a general system of registration as regards land has prevailed in Ireland. Searches for title and incumbrances were thus narrowed to the limits of the register. The Incumbered Estates Commissioners admitted the claims of unregistered owners and incumbrancers, if these appeared in the proceedings. If they did not so appear, the conveyance executed by the commissioners barred them for ever. But a conveyance by the owner to a purchaser who registered the instrument would have equally barred them, unless the purchaser had notice of their claims. The existence of a registry system in Ireland, therefore, facilitated the working of the Court in a two-fold manner. It enabled the Court to see the charges which alone were indefeasible, and it also enabled it to grant a conveyance without doing greater injury to any claimant than the owner could have done if he were so disposed. The condition of Ireland, therefore, in 1849, both in law and in fact, precludes the advocates of a parliamentary title system from citing the success of such a judicature in Ireland as a precedent that equally recommends itself to our own adoption.

Recent Decisions.

HOUSE OF LORDS.

VOLUNTARY SETTLEMENT—STATUTE OF 13 ELIZ. C. 5.

Thompson v. *Webster*, 9 W. R. 641.

Amongst the very few cases which in recent times have come before the courts where the deed of gift was made for no legal consideration either valuable or good, and was the mere act of bounty of the settlor, is to be noticed *Re Magawley's Trust* (1851) 5 De G. & Sm. 1. In that case E., being indebted to A. in a sum of £100, and also to B. and P., in October, 1837, assigned a life policy to A. to secure the £100 and interest. A. acknowledged receipt of the policy, and said he held the balance of the proceeds in trust for M. E. also wrote a letter, in which he stated he had made this arrangement "in order to secure M. from harm," &c., this being "the only way he could legally do so." On the 30th of December, 1837, E. died intestate and insolvent, his personal estate being only £95. B. and P., whose debts amounted to £130, thereupon said they had advanced their money on the faith of the representation that E. had effected the policy for the benefit of his creditors generally. The fund was invested by A., and accumulated until the year 1850. Then, B. and P., having brought a creditor's suit, an administration decree was made, the trust in favour of M. was declared void as against B. and P., but M. was held to be entitled to the residue. Notwithstanding the indebtedness of the settlor, and the want of any consideration, the assignment and letter were held to be a good declaration of trust in favour of M.

The class of deeds executed for good consideration, such as natural love and affection, has already been noticed (*antè* p. 726). It was shown that at first they were considered either as void—*Townshend* v. *Windham* (1750), 2 Ves. sen. 10; or as *primâ facie* evidence of fraud—*Russel* v. *Hammond* (1738), 1 Atk. 15; *Holloway* v. *Millard* (1816), 1 Madd. 414. Neither the one nor the other of these doctrines has been advanced of late years. A good illustration of the modern view of the operation of the statute upon a voluntary conveyance for meritorious consideration is to be found in *Jackson* v. *Bewley* (1841), Carr. & M. 97, in the Court of Common Pleas. L. had executed a deed of gift to his niece in consideration of natural love and affection. Mr. Justice Erskine said, "L. had a right to assign his property, but the law says it is void against creditors, *if done fraudulently*. The plaintiffs attempt to prove that it was so done by showing that at the time of the conveyance he was indebted in two sums of £20 and £19; and that, when the property in question was removed from the whole property which he had, there was not enough left to pay these two sums amounting to £39. The question is, what is meant by insolvency? If by the act of assignment the party makes himself insolvent—that is, if the property left after the conveyance is not enough to pay his debts—that is insolvency sufficient for the purposes of the plaintiffs in this action (assumpsit against an executor.) But inasmuch as there is no evidence (or plea of *plenè administravit*) that he owed more than £39, and as his property realised a sum so near the amount expended, even if that expense were all fair, it is still a question for you (the jury) whether the transfers above spoken of were *fraudulent*."

We finally come to that class of cases, of which *Thompson* v. *Webster* is an example, in which the consideration or alleged consideration for the deed was a family arrangement, or a transaction partaking or affecting to partake of that character—as a post-nuptial settlement, or a deed founded on past cohabitation. Of these *Nunn* v. *Wilsmore* (1800), 8 T. R. 521, is an instance. "If this deed," said Lord Kenyon, "were either actually fraudulent or voluntary, from which the law infers fraud, then the conveyance insisted upon by the plaintiffs would follow, and the defendant would be obliged to repay this money. But that it was not fraudulent in fact is perfectly clear, nor do I think it was voluntary. Consider what was the condition of the parties. The husband and wife living together on bad terms; the former squandering away the property, and ill-treating the wife. In order to prevent his ill-using her in future, to prevent her instituting a suit in the Spiritual Court, and to put an end to all differences, and in consideration of £200 advanced by one of the trustees, this deed was executed. I do not see why the £200 was not a consideration. In deciding questions of this kind the Courts have always disavowed inquiring whether or not the consideration be equivalent. They will not weigh it in very nice scales if it be an honest transaction." This case establishes

the principle that a family arrangement will give a value in point of consideration to a deed, of which the Courts will not attempt to estimate the pecuniary equivalent. In *Persse* v. *Persse* (1840), 7 Cl. & Finn. 279, Lord Cottenham, C., observed, "By what scale of money consideration are these objects (securing the re-union of a lunatic's estate to the family property) to be estimated? The impossibility of estimating them has led to the exemption of family arrangements from the rules which affect others. The consideration in this and in other such cases is compounded partly of value and partly of love and affection." In another instance, where the consideration for the deed was the marriage of the settlor's son, it was upheld against creditors. M., a banker, being indebted in bond to the trustees of his son's marriage settlement, and also to other persons, on 1st July, 1831, assigned a house in the Regent's Park and a bond debt as a security to the trustees. On the 2nd January, 1832, he stopped payment, and a fiat in bankruptcy was obtained on the 26th. A jury found that the assignment was not made by way of fraudulent preference *Belcher* v. *Prittie*, (1834), 10 Bing. 408; and it was also supported in equity, *Bannatyne* v. *Leader* (1841), 10 Sim. 350. It was laid down in *Parker* v. *Carter* (1844), 4 Hare 409, that the mutual concurrence of husband and wife in the buying of a piece of land in which they are jointly interested, and in a declaration for the benefit of the issue, is a valuable consideration to support a deed as against creditors. Past cohabitation was treated as sufficient consideration to support a settlement in *Skarf* v. *Soulby* (1849), 1 Mac. & G. 364. J. M., a married man, living separate from his wife, by deed, in December, 1842, which recited past cohabitation with Eliza Q. and the birth of children, settled on her and the children an annuity of £250, and two policies of assurance. He died in May, 1846, and in a creditor's suit, to which the executors answered that the estate was insufficient, a supplemental bill was filed against Eliza Q. and the children. Lord Cottenham, C., in the absence of evidence as to the testator's insolvency at the time of the settlement, said that the plaintiffs might take any benefit which would accrue to them from the fact of the settlor being indebted to others, but that "indebted" could not be considered as meaning only that he owed some debt; and directed inquiries as to his debts at the time, and the value of the settled property. *Heap* v. *Tonge* (1851), 9 Hare 90, is the case of a deed being supported, which was entered into between the members of a family for conveying the property of an intestate according to the terms of an agreement entered into between them.

The following, on the other hand, are three instances where deeds purporting to have been made for the benefit of the wife or relatives of the settlor have been pronounced by the court to be a fraud upon creditors. In the first, a settlor being in embarrassed circumstances, executed a deed for an alleged valuable consideration, which, on investigation, turned out to be in part merely meritorious. The trusts of the deed were mainly in favour of an illegitimate infant daughter. There was a special agreement between the settlor and his mother, to whom, according to the recitals, the settlor was indebted, that provision should be made for the illegitimate daughter. This agreement was not recited in the deed. An annuity, also, which the deed affected to assign to the mother, was continued to be received by the settlor himself. Sir John Stuart, V.C., observed—"Courts of equity have gone very far to maintain family settlements. A deed made between the members of a family, founded on no better consideration than the compromise of a doubtful right, may be upheld on this principle. In this case, if there had been no circumstances of suspicion—no contravention of higher rights—upon the claim of a parent (the mother) who had made large pecuniary advances in favour of a child—advances which had, perhaps, at first, formed the obligation of a debt—the Court might, perhaps, even after lapse of time, have considered the assertion or the existence of such a right a sufficient consideration to support a deed purporting to be a family settlement. But where the rights of existing creditors are directly interfered with, a more severe rule must be applied. And in such circumstances of suspicion as occur here, from the embarrassed circumstances of the grantor, the pressure of creditors, and the appearance of a voluntary arrangement originating in the necessity and fear induced by this pressure, the case is carried beyond the principle which supports a deed as a mere family arrangement, and not on actual valuable consideration;" *Penhall* v. *Elwin* (1853), 1 Sm. & Giff. 258.

In the second, Mr. R., a debtor, was seised in fee of the reversion of one-third of a manor. Being married, he executed a settlement of his property, purporting to be in consideration of £500 paid by his wife's father. The settlement contained a power to the father, the husband, and the wife jointly to concur in a sale of the property. In January, 1845, they effected a sale to the tenant for life for a sum of £4,300. The money was invested, and in May, 1846, a deed was executed declaring the trusts of the stock, which corresponded with the trusts of the settlement of January, 1845. The plaintiff obtained judgment on his debt about the same date; and there were other creditors. The evidence showed that the payment of the £500 was illusory. The Lord Chancellor (Cranworth) held the sale in January, 1845, to have been a valid sale; but that the settlement of May, 1846, was voluntary, and that the transaction was a fraudulent contrivance to defeat execution on the judgment just before Mr. R., the debtor, went abroad. The deed of May, 1846, was set aside; *Goldsmith* v. *Russell* (1855), 5 De G. M. & G. 547.

In the third, a trader, who was in insolvent circumstances, agreed to sell his business and stock in consideration of a money payment, and that the purchaser should, during the joint lives of the trader and his wife, pay to the former an annuity equal to one-fourth of the profits, and a contingent annuity to the wife, if she survived, of one-sixth of the profits. The trader died, and in a creditors' suit the annuity reserved to the wife was held void. The Lord Chancellor (Cranworth) said, "I think the case is clearly within the statute. A person may, though indebted, withdraw some portion of his property, provided there remains enough for the satisfaction of his creditors; but that must be made out. If the effect is to withdraw any portion of the property, so that there does not remain sufficient to enable creditors to pay themselves, that is, in my opinion, clearly within the statute;" *French* v. *French* (1855), 6 De G. M. & G. 95. In *Jenkyn* v. *Vaughan* (1856), 3 Drew. 419, where a post-nuptial settlement was made by a person largely indebted at the time, and it was not clear whether the then existing debts were paid off or not, though it was certain the plaintiff's debt did not accrue till afterwards, Sir R. Kindersley, V. C., after remarking that there was little or no authority to decide whether a deed could be set aside at the suit of a subsequent creditor (see *ante*, p. 727), directed inquiries as to the settlor's solvency at the time, as was done in *Skarf* v. *Soulby*, *supra*.

More recently still the result of the decisions in the same class has been favourable to the settlor, and in several instances previous to and including *Thompson* v. *Webster*, the efforts of creditors to disturb the arrangement have failed. Such was *Holmes* v. *Penney* (1856), 3 K. & J. 90, which was the case of a voluntary post-nuptial settlement, providing for the payment of existing creditors, and directing the income of the settled property to be applied for the benefit of the settlor, his wife and children, as the trustees, in their uncontrolled discretion, should think proper. This settlement was upheld as not being fraudulent against a subsequent creditor. In *Wakefield* v. *Gibbon* (1857), 1 Giff. 401, there was a family arrangement, whereby the tenant for life surrendered his interest and certain policies of assurance on his own life to his son, in consideration of the son, who was tenant in tail in remainder, and also a creditor, paying off certain charges on the life estate, and providing an annuity for his mother. A bill was filed by the creditors of the tenant for life, on the authority of *French* v. *French*, impeaching the arrangement. Sir John Stuart, V.C., said that "if the father in this case had disposed of the property available for payment of his debts to purchase the reversionary contingent annuity for his wife, the case might have been brought within the authority of *French* v. *French*. But here the son was a creditor to so large an amount that the transaction could not be viewed as a fraud upon other creditors." In a very recent case, land was settled by a marriage settlement on such trusts as the husband and wife should jointly appoint, and subject thereto, to the husband in fee. The husband became in insolvent circumstances, and he and the wife executed the joint power, in order to protect part of the property (originally the wife's) from the judgment creditors. The Vice-Chancellor (Wood) considered that if the husband had been insolvent, this could not have been held to be a fraudulent exercise of the power. But no case of insolvency had been made out, or of any design to defeat or delay creditors. The appointment was held valid; *Acraman* v. *Corbett*, (February, 1861), 9 W. R. 409.

Finally, in the case before us, one J. C. was indebted to the plaintiff on a promissory note for £200. He was also indebted to H. in £90, and to other persons. He was entitled to a moiety of the residue of his father's estate, and also to certain real estate, worth about £45 a year. Judgment was obtained by H. for the £90 and costs. J. C. then applied to his mother to advance him £190. She agreed to do so if he would settle his property. After some hesitation and discussion it

was agreed that she should advance him £400, and thereupon J. C. executed the deeds. One was a mortgage of all his property to his mother to secure repayment of the £400 and interest. The other was the settlement now attempted to be set aside, by which J. C., in consideration of natural love and affection, purported to convey the real estate (subject to a mortgage) upon trusts to sell, and pay the dividends and interest of the proceeds to J. C. for life, remainder to his children. The settlement was executed within six weeks of the date of the promissory note to the plaintiff. J. C. became insolvent, and the plaintiff was appointed his assignee. J. C. died, and then his mother died. The evidence showed that the proposition about settling the property originally came from Mrs. C., who found that her son was squandering his property. It did not appear that she knew of the existence of the plaintiff's debt; and it also appeared that at least £210 never came into the pocket of the son. The deed was supported in every stage of the cause, from the judgment of Sir R. Kindersley, V.C., 7 W. R. 648, to those of the Lords Justices, 4 De. G. & J. 660, 7 W. R. 596; and finally, of the House of Lords. The state of the law, as exemplified by this and the other cases to which we have referred, may be summed up in the following terms:—

In every case, where a deed is impeached as being void against creditors under the statute of the 13th Elizabeth, the Court has to decide whether, under all the circumstances, it can come to the conclusion that the intention of the settlor in making the settlement was to delay, hinder, or defraud his creditors. A voluntary deed is not necessarily void; yet, as we have seen, a settlement executed for the highest consideration—that of marriage—may be set aside. Adequacy of consideration is not always necessary to the instrument; yet there are cases in which the amount of consideration is so important an index to the motives of the settlor that a deficiency of consideration will be fatal. Indebtedness to the extent of insolvency is not essential to be shown in order to the overthrow of a deed; inasmuch as a man may have executed a settlement with intent to defeat, defraud, and delay his creditors, although at the time he may be possessed of more property than is sufficient to satisfy them all. The amount of notice or want of notice on the part of the assignee is a circumstance not conclusive in itself, but is one upon which, amongst others, the Court may found its decision. In the comprehensive words of Mr. Justice Leblanc, in *Nunn* v. *Wilsmore*, "in all cases, whether or not the deed is to be considered as fraudulent with respect to the creditors, must depend on the *motives* of the party making the deed. In investigating those motives the Court or the jury must be governed less by rules than by circumstances, and precedents can only furnish the aid of example and analogy in guiding them to a conclusion.

Correspondence.

ATTESTATION OF WILLS.

This question having brought forth many correspondents all differing on the point, although each has produced a form of attestation sufficient for the purpose, yet every one considering his own adoption the best, I beg to suggest the following, which was prepared by an eminent conveyancer, as it seems to me the most simple and yet effective form I have hitherto seen.

"Signed by the above named ———, the testator, as and for his will, in the presence of both of us present at the same time, who do attest and subscribe the same in the presence of the said testator."

I agree with some of your correspondents that it is unnecessary to refer to the testator at all in the attestation either as the above-named, or in any other manner, because the Wills Act, 1 Vict. c. 26, s. 9, declares that "it shall be signed at the foot or end thereof by the testator, or by some other person in his presence, and by his direction, and such signature shall be made, or acknowledged by the testator, in the presence of two or more witnesses present at the same time, and such witnesses shall attest and shall subscribe the will in the presence of the testator, but no form of attestation shall be necessary." Now I consider that any person making a will—that is, executing one—can do so without communicating to the witnesses the nature of the document he is signing. They are only required to attest and subscribe his signature, the Act declaring a form of attestation to be unnecessary; but if more convenient and regular that a form should be used in which it is made declaratory of the instrument being a will, then I think the form I have set out meets the requirement of the Act, inasmuch as it states the witnesses both present at the same time, and following the words of the Act, "they attest and subscribe," &c.

G. H. B.

I object to S. G.'s form "signed by A. B., and by him declared on in the presence of us, who at his request," &c.

The Wills Act, 1 Vict. c. 26, s. 9, requires that the will should be signed at the foot or end thereof, by the testator or by some other person in his presence, and by his direction, and that such signature should be made or acknowledged by the testator in the presence of two or more witnesses present at the same time, and that such witnesses should attest and subscribe the will in the presence of the testator.

The Act does not require that the testator should declare the document to be his will, nor does it require that the testator should request the witnesses to attest the will.

I think the attestation clause should contain a reference to the will.

In sending you the form of attestation I made a slight slip therein. The form should run thus:—"Signed by the above-named A. B., the testator, as his last will and testament, in the presence of us the undersigned, both being present at the same time, and subscribing this attestation in the presence of each other, and of the testator." C.

An attestation to a will in the following concise form will, I think, be found to comply in every particular with the requirements of the statute:—

"Signed by the above-named A. B., as his last will, in our joint presence, and by us in his presence." E. T.

INVESTMENTS BY TRUSTEES.—EAST INDIA STOCK.

The decisions on this subject are perplexing, but neither G.'s nor G. C.'s letters, in your impression of the 7th September, seem to me to fully answer the questions raised by "B. P. A." in that of the 31st August. The Acts he quotes directly authorise an investment in the New East India Five per Cent. Stock (see *Re Colne, &c., Railway*, 8 W. R. 18, and *Equitable, &c., Co.*, v. *Fuller*, 9 W. R. 400); for if the first Act does so, *a fortiori*, the second does also; and that the first Act does so is clearly stated in the judgments, particularly in that of Vice-Chancellor Wood. Therefore, irrespective of what the Court of Chancery directs, as to the money in the hands of the Accountant-General, it is clear that trustees may safely invest not only in the old but in the new stock; and even according to "G. C.'s" reading of the case, this may reasonably be inferred from *Equitable, &c., Co.* v. *Fuller*, and confirmed on appeal. But I read this case differently; and the Court of Chancery has acted on the Act of Parliament by its using the order of the 1st February, 1861. In that the language of the first Act is followed. In exercising a discretion, however, under this order, the Court says that even the Old East India Stock is not permissible (your correspondents quote the cases—*Cockburn* v. *Peel* and *Ungless* v. *Tuff*); *a fortiori*, therefore, the new stock is not. One letter misleads us as to *Equitable, &c., Co.*, v. *Fuller*, and neither of the letters in your impression of the 7th tells us how the Court of Chancery can over-ride two Acts of Parliament and its own order; and I submit trustees may invest in both descriptions of stock, though I believe it is not the practice so to advise them. J. S.

CONVEYANCE.—FORM OF HABENDUM.

In a letter appearing in your last impression, signed "A Subscriber," reference is made by him to an Act of Parliament, relating (*inter alia*) to the transfer of freehold land (8 & 9 Vict. c. 119).

I think on referring to the statutes of those years, your correspondent will find that the Act alluded to is 8 & 9 Vict. c. 106, *not* 119.

As my experience in the profession is limited to *five* years, I scarcely feel competent to give the information your subscriber requires; yet I humbly submit that the form of an habendum contained in any conveyance to a purchaser, drawn by a tolerably competent solicitor or counsel within the last few years, will afford all that is required—though some may differ from others, as the sundry attestations of wills, of which himself as well as the rest of your "subscribers" have recently had ample illustration. ANOTHER SUBSCRIBER.

PROMISSORY NOTE.

In reply to the letter of your correspondent J. N. Chadwick, in your impression of last week, I beg to say that the memorandum would have been a simple I O U had it not contained an express *promise* to repay the amount lent at times *specified*.

The following case shows the principles which govern these cases. A. lent B. £1,000, who gave A. the following memorandum:—"I agree to pay quarterly to A. the sum of £12 10*s.* sterling, the interest on £1,000 at £5 per cent." The opinion of three eminent counsel, among whom was the late Baron Watson, was taken upon this document, and they all agreed, as also did C. B. Pollock, under whose notice the case came at Nisi Prius, that the document was a simple I O U upon the grounds—1st, that the ultimate amount to be paid for interest was *uncertain*; 2ndly, there was no agreement to repay the principal. J. G.

If Mr. Chadwick refers to *Brooks* v. *Elkins* (2 M. & W. 74, 6 L. J. Ex. 6) he will see that a similar document to that inserted in his letter was held by the Court to be a promissory note, or an agreement for payment of money, and in either case to require a stamp. H. A. A.

COMMON LAW OFFICES.—VACATION.—TAXATION OF COSTS.

It would seem somewhat invidious at this time of the year to make any complaint about public officials taking their holidays, but as there is a medium in all things, even in the matter of recreation, we think the publication in your hands of the following state of things at present existing in the common law taxing offices might aid in reforming what we cannot abstain from terming an abuse. Reminding you that there are fifteen taxing masters attached to the superior courts of common law, and that fourteen of these are taking their vacation, there remains only one to perform their functions. This year one of the masters of the Queen's Bench sits four days a week from 11 to 2, to tax all bills of costs in all the courts that are brought before him.

A trial of ours took place at the last Liverpool Assizes, in which a verdict was recovered with costs by our client, the plaintiff in the action.

Upon the plaintiff's bill of costs being in due course laid before the vacation master for taxation, the master stated that it was not "vacation business," and refused to tax it. A remonstrance to him, followed by another application to tax, has been ineffectual, and he persists in his refusal.

The result is that the plaintiff cannot enforce the payment of his verdict or his costs until next term, by which time the defendant may be nowhere, and the plaintiff lose his money. If the master be right in his refusal, what becomes of the order giving power to parties to tax and enforce payment of damages and costs at the expiration of fourteen days after the trial. Is not this a state of things that ought to be at once remedied before it is too late? "LONDON AGENTS."

EDUCATION FOR ARTICLED CLERKS.

It will afford me much pleasure to find that, at the meeting of the Metropolitan and Provincial Law Association, appointed to be held on the 8th of October next, at Worcester, attention will be given to the subject of an improved course of education for articled clerks. I desire to see members of the profession promoting the study of the law under the conviction that it is, in the language of Hooker, "a science to which all should do homage, the very least as feeling her care, and the greatest as not exempt from her power," and one which deserves and requires when chosen as a profession the exercise of the best powers of the heart and mind with unwearied industry. This will be greatly promoted by good training of law students in morals founded on Divine truth, and by a well provided course of legal, theoretical, and practical education, and general literature, with athletic and other recreations. Articled clerks in country towns would reap great advantage from having the use of a suitable room, to which a legal and general library is attached. Opportunities would thus be afforded them of passing their evenings profitably and pleasantly; and there might be well selected readings from legal authors by men who can read well. A small company in every considerable town might readily be found to advance a sufficient sum for providing the room and library, the interest of the shares being paid by a subscription; and in almost every town a public room might be met with not occupied of an evening, the use of which might be obtained for the purposes I have suggested. F. T. S.

Foreign Tribunals and Jurisprudence.

EXECUTION IN FRANCE OF FOREIGN JUDGMENTS BETWEEN TWO ALIENS.

(By ALGERNON JONES, Esq., *Advocate in the Imperial Court of Paris.*)

A Spaniard, of the name of Muriel, had taken shares in the Mexican and South American Company, which was established in England for mining purposes. The company was subsequently wound up, and M. Muriel was adjudged to pay towards the debts of the company a sum of £11 6*s.* per share; and an order was made against him to that effect. Meanwhile Muriel had taken up his residence in France, and a suit was brought against him in the Tribunal of First Instance in France to obtain the execution of the English order. He demurred to the jurisdiction of the Court, on the ground of both parties being aliens; but his plea was rejected, and jurisdiction asserted over the case by the Tribunal in the following judgment:—

The TRIBUNAL.—Whereas, it is enacted by the articles 546 of the Code of Civil Procedure and 2123 of the Code Napoleon that the judgments of foreign courts may be ordered to be executed in France by the French courts:—Whereas, the above enactments are general in their terms, and make no distinction between whether the judgment has been given between French subjects and aliens or between aliens of different nationalities; that it is evident that whatever be the nationality of the parties they cannot have recourse to any but the French tribunals to obtain the execution in France of judgments given in foreign countries; and that, therefore, these courts could not, without an absolute denial of justice, refuse to interfere, declares itself competent, &c.

An appeal was entered against this judgment by Muriel, and it was reversed on the 15th of June last by the following judgment of the First Section of the Imperial Court of Paris:—

The COURT.—Whereas, the question to be examined is, whether any execution may be granted upon a judgment given out of France between two aliens; whereas, as a general rule, the French courts owe justice only to French subjects, and that aliens cannot, in general, apply for it one against another; whereas, the above rule of law is grounded on the two principal reasons—1, that the French judges owe their time and labour only to French suitors; 2, that it cannot be expected of them that they should enter into the examination of laws which they know nothing of; that these two reasons have their full force where an alien plaintiff claims execution upon a foreign judgment; . . . . . that where execution is demanded upon a foreign judgment which concerns a French subject, it is a duty of the French Courts to grant it; and a practicable duty, since they can grant execution only according to the rules of the law of France. . . . . But when the contest is between two aliens it does not go thus. Their engagement can only be executed according to their national law; and it is not reasonable to admit that an English subject may demand against his countryman the execution of an English judgment, which will have to be modified according to the laws of France; whereas, the French judge would have to go both into the form and merits of the judgment, which would entail upon him the necessity of an acquaintance with the practice and procedure of foreign countries; . . . . . and this might occur in suits of all kinds involving the necessity of the examination of all classes of right, which is evidently out of the question:—Whereas, the texts of our laws is entirely in conformity with these principles—that the 1st chapter of the Code Napoleon, which is the only one which settles the principles in these matters, does not recognise any suits before the French but those which interest French subjects; and the Code of Procedure, which settles the mode of enforcement of the various rights, far from extending these, restricts them on the contrary, in article 546, and while one might have supposed by the article 14 of the Code Napoleon, recognising the engagements taken by a French subject in favour of an alien in or out of France, that the law would give *ipso facto* an executory force to the documents embodying the same; but the article 546 of the Code of Procedure, on the contrary, denies all executory force

o foreign contracts and judgments, and submits the judgments to a revision. . . . Whereas, nothing is more rational than the contrary system:—When the right concerns a French subject an action lies either in the French or the foreign courts, and if the judgment has been given by the latter, it must be revised by the French judges, because the principle of national sovereignty requires it, and because the judgment must be brought into conformity with the fundamental principle of the national law. But when the right concerns strangers exclusively, no action lies in France. There can be no procedure because there are no rights to be enforced. . . . Whereas, to conclude, the judges of France owe themselves exclusively to their countrymen; besides, they could not order the execution of a foreign judgment without entering into a law of which they are ignorant, and by which aliens contracting together are exclusively bound:—Whereas, in point of fact, Muriel has never had in France neither authorised domicil nor commercial establishment, but a mere residence; that he has under none of the exceptions where an alien may be cited before the French courts, receives the appeal and rejects the petition.

This decision, which I have translated as literally as possible, though it comes from a high authority whose judgments are generally of great weight, bears in its style and mode of argument and the repetition with which it abounds, a clear proof of the hasty manner in which it was drawn. But I have other and more material faults to find with it. The French courts have in general not shown themselves very liberal in their reception of the applications of strangers for justice against one another. They apply the rule *actor sequitur forum rei* to such cases very generally. But, as I shall at some future opportunity explain, they have of late shown a disposition to relax in their severity, and in many instances they have given their assistance to aliens against others, where the latter could not be made amenable to any other jurisdiction. Here is, however, and from very high authority, the first Section of the Imperial Court of Paris, a decision with quite contrary tendencies, which lays down principles most startlingly novel, and which could hardly be expected in these days of increased international communication. Till this judgment was given, few had dreamt that there was any doubt about the right of an alien to apply to the French courts for execution on a foreign judgment against another alien. The article 546 of the Code of Procedure, which regulates the execution of foreign judgments in France, says generally, "The judgments given by foreign courts, or acts of foreign officers, shall not be executed in France, except according to the enactment of the articles 2123 and 2128 of the Code Napoleon;" that is, that they must be declared executory by the French courts. The article 121 of the ordinance of 1629, from which the substance of the above articles is taken, is likewise general. It does not limit the possibility of being executed in France to such judgments of foreign courts as have been given between an alien and a French subject. Indeed, it contains a clause which seemed to give more full and uncontrolled operation to the foreign judgment where it is between aliens than where a French party is concerned. It runs thus, immediately after the laying down of the general rule:—"And notwithstanding such judgments, those of our subjects against whom they may have been given, shall be free to defend their rights as if they were entire before our judges." This clause has led many of the judges and text-writers to infer that where there was no French party ousted or condemned in the judgment, the merits of the case were not to be entered upon again; and that the court had no other duty to perform but simply to glance over the judgment to see whether the rules of public morality and policy and the general received rules as to jurisdiction had not been violated therein. That theory is, however, now exploded: at least, the weight of authority is against it, and it now begins to be generally understood that whether both parties are aliens or not, the court is justified in looking into the merits of the case, and trying it *de novo* from the very outset, though in general the gist of the examination of parties and witnesses, as it appears in the judgment of the foreign judges, is generally taken as evidence. Such was, till this judgment, the practice without distinction as to both or one of the parties being of alien *status;* nor do I think this judgment likely to arrest the current. The novelty of the doctrine it contains is certainly not legitimated by the vigour of the reasoning with which it is set forth, nor is it sufficiently in season to compensate for its other shortcomings. It is at the moment when France has thrown open her doors, and is preparing to do away with the terrors of those bugbears which scared away from her so many visitors,—the passport office and the custom-house,—that foreigners are told that they may tread the soil of France as much as they please: that they may meet there, but that they may not deal together except at their peril; that France will give them everything except justice; that she will allow aliens dishonestly to walk her streets, and spend *as alienum* there in safety. I do not think, however, there is much danger of this new doctrine prevailing. The reasons on which it is grounded are hardly strong enough to overpower the array of authority which can be exhibited against it. That the alien has no claim upon the French courts is a proposition which many will dissent from, when they recollect that the alien on the French soil is not allowed the enjoyment of the natural rights of doing justice to himself, and that, therefore, he must be allowed the freedom of that legal succedaneum which society has substituted for the turbulent exercise of the same. The impossibility of the French judges understanding foreign law does not seem more conclusive, when one recollects that in many cases where French subjects are concerned, the French courts must do their best to understand and apply it—when, for example, a contract has been entered into by a French subject with an alien in a foreign country, or where a French subject is heir or legatee to an alien. Not to mention many other cases, these and the other arguments of the Court do not seem, therefore, sufficient to counterpoise that which is grounded on the terms of the various articles of the law (which I have given above), and on the rule *ubi lex non distinguit nec nos distinguere debemus*. The weight of authority, as I have already stated, is entirely against the decision of the Court, and I have every reason to believe that it would be set aside upon a writ of error in the Court of Cassation, which would be highly desirable.

Review.

What is Contraband of War and what is not; comprising all the American and English Authorities on the subject. By JOSEPH MOSELEY, Esq., B.C.L., Barrister-at-law. Butterworths. 1861.

Although the international law of contraband is in a very unsettled state, yet, owing to the authority which the works of the American authors, Kent, Story, Wheaton, Flanders, and Parsons, have in our Admiralty Courts, the American law on this branch of belligerent rights is almost identical with our own. This uniformity is still further insured by the deference paid in the American courts to the decisions of Sir William Scott, afterwards Lord Stowell. Moreover, the rules of the British Courts of Admiralty have been formally recognised by the supreme courts of the United States. The duties of an author on this branch of law, which has thus been so copiously treated of, cannot, therefore, be very onerous, especially as regards the bearings of the American code. A concise manual, describing the general principles of international law applicable to questions of contraband, and containing an abridged account of the leading cases which have settled this branch of law, would appear to be as easy of construction as it would doubtless be at the present time acceptable to the commercial as well as to the legal public. A *sine quâ non* of such a work is a good index. A practical treatise on any branch of international law should possess this adjunct, in order that its preventive cautions might be of use to the mercantile public. The present treatise, considered apart from its faults in point of style and grammar, is sufficiently accurate in its statement of received principles, and contains a good collection of decided points, with references to the cases in which they were adjudged, but is wanting in one of the main requisites of a work on contraband as it has no index.

The question whether any particular articles (except arms and ammunition) are contraband is a question rather of fact than of law, and is to be solved in each particular case by a reference to the intentions of the parties concerned as disclosed by the evidence rather than by the application of general principles of law. The work before us, therefore, correctly enough, is made up, to a great extent, of statements of decided points. A good index of the Admiralty cases which have settled the law of contraband is what is mainly desirable in a branch of law which is in little governed by first principles. Mr. Moseley's *a priori* speculations, so far as they go, do not appear to us to be calculated to promote much the interests of international jurisprudence. For instance, he disposes very summarily of an objection urged by Bynkershoek against regarding as contraband everything that can be used for warlike purposes. Mr.

Moseley considers that swords and cannon are not solely used for these objects. He observes, "swords used as ornament are not articles *solely* applicable for war, nor are cannon, which are used for public rejoicing." We are entirely at a loss to understand how a belligerent inquisitor could foretell whether swords and cannon found in a neutral vessel would be used by the enemy for useful or merely for ornamental purposes; or whether the enemy might not possibly, on an emergency, use the swords not as pruning hooks but as instruments of warfare. The method pursued by the author in the compilation of this treatise is, indeed, an exceedingly good one. He first states, at the commencement of almost every chapter, the general rule evolved from the cases of which he gives a digest in the chapter.

The work itself, however, is penned very loosely, and shows but little regard on the part of the author for the graces of style, or even for the rules of grammar. Some of his rules are expressed in terms almost comic; others are sentimental in their nature. Of the first species we may give his first rule as an example—"Natural produce, neutrality, and nationality, make free goods." The author then adds in a note, "This might be called, perhaps, the rule of the three N.'s." The second of his rules is, that "doubtful goods of a doubtful power, bound to a doubtful port, will be free." The author, however, does not enunciate this canon as the rule of the three D.'s We have, indeed, no objection to alliterate aids to memory. What appears really faulty in this book is its ungrammatical diction, and the want of an index. Of the class of sentimental axioms propounded by the author, let the following suffice as a specimen:—"A friend's ships in a foe's service are foes." Cervantes would, doubtless, limit the application of this axiom to sailing vessels. The next rule we meet with is as follows:—"Ships, and what ships are made from, in contraband of war, is the same thing." Again we find the proposition that "money, and what money stands for, in contraband of war, are liable." What the writer means by the second branch of his axiom is that bills, bonds, and notes represent money to all purposes as regards the law of contraband. The rule as to pre-emption, or the right of a belligerent to take such neutral goods as are capable of warlike use when destined for the enemy's service, the captor paying the price of the articles, is thus stated by the author—"In contraband, whatever may be of use in war, may be taken on payment." He thus describes the penalty for carrying contraband—"Contraband confiscates all of the same bulk and of the same owner." If brevity be the essence of wit, it is sometimes, also, the occasion of a confusion of ideas on the part of a sententious and personifying author. This book, although so faulty in diction and grammar, nevertheless explains the law of contraband concisely and as clearly as bad grammar allows. If revised by the author, and supplied with a copious index, it would, we think, be found generally useful.

Societies and Institutions.

INCORPORATED LAW SOCIETY.

ANNUAL REPORT OF THE COUNCIL TO THE GENERAL MEETING OF THE MEMBERS, JULY 2, 1861.

In obedience to the charter of incorporation and the constitution and laws of the Society, it now becomes the duty of the Council to present their Report for the year 1861;—to trace the progress and indicate the present position of the society, and of the profession with which it is so intimately connected, and for whose benefit it was called into existence;—to advert to the subjects which have occupied the attention of the Council since the last annual meeting;—to show that the Council have endeavoured at least, if not always successfully, to further the legitimate objects and to protect the just rights of the body whose representatives they are;—and to prove that they have not been wholly undeserving of the confidence which has been reposed in them—a confidence which was indispensable to their usefulness.

The Council feel that there is abundant cause for congratulation in the retrospect of the last few years. There is satisfactory evidence of a growing conviction among the members of the Government and the Legislature that the profession as a body are deserving of confidence, and are judicious and disinterested promoters of law amendment, and are qualified by their experience and legal information to render efficient service in the correction of old abuses. There is a marked improvement in the tone of the public mind with reference to the profession; vulgar and unjust prejudices are giving way to a more enlightened estimate of their value as members of this great social community; and year by year increasing numbers of well-educated gentlemen, graduates of the universities and others, are entering the ranks of the profession.

These important and satisfactory changes are in a great degree attributable, as the Council believe, to the existence and influence of this and other kindred law societies in London and the provinces, and to the cordial manner in which those societies co-operate with each other.

I. LAW OF ATTORNEYS.

For obtaining the sanction of the Legislature to the important statute of last session for the amendment of the law of attorneys, arduous and persevering efforts were required, and though the Act when it received the Royal assent was not entirely satisfactory in some minor points, the Council confidently anticipate very beneficial results from its operation.

At the time of the general meeting on the 3rd of July, 1860, the Bill stood appointed for consideration in committee of the House of Commons. After numerous postponements it passed that House with several alterations, and on the 20th of August was returned to the House of Lords, where the alterations were adopted, and the Bill received the royal assent on the 28th August.

It may be useful to state shortly the scope of this statute, especially as some of its provisions are not always observed, and applications have to be made to the judges for orders to correct irregularities of procedure. [An analysis of the statute is here given. See the *Solicitors' Journal* for 1860, p. 880; and Public Statutes for 1860, p. 90.]

In order to ascertain the qualifications of clerks applying to be examined and admitted under the 4th section who have served three years only under articles, after a ten years' antecedent service in the transaction and performance of *business usually transacted and performed by attorneys* or solicitors, the examiners have issued an additional set of questions as to the nature of the business transacted during such antecedent clerkship. During the four terms which have elapsed since the Act passed, thirty-eight candidates have claimed the privilege given by the 4th section, and of these thirty-three were examined and passed.

In the course of the four terms no less than thirty-nine candidates whose articles expired in vacation have availed themselves of the privilege conferred by the 12th section of being examined in the preceding term.

It is very material to notice that, under the 7th section, articles of clerkship and assignments within three months after enrolment in one of the courts are to be produced to the registrar of attorneys, who is to enter the names of the parties and date of the contract on the register, otherwise the service will be reckoned only from the time of such production, unless the Court or a judge shall otherwise order.*

So, under the 30th section, commissions to administer oaths or take acknowledgments must be brought to the registrar, who shall enter the date and mark the same on the commissions before they can be acted upon.†

By the 21st section of the Attorneys' Act, when the certificate duty is paid after the 1st of January, the certificate must be produced to the registrar of attorneys at the Incorporated Law Society within a month from payment of the duty. If not, it has effect only from the time of production, unless an order be obtained from a judge to enter it *nunc pro tunc*.

It is also important to attend to the 10th section of the Attorneys' Act, by which an articled clerk is prohibited from holding any office, or being engaged in any employment whatsoever, other than the employment of clerk to the attorney. Many applications have been made to the Council for their opinion as to clerks holding the appointment of deputy coroner, clerk to boards of guardians, agents to insurance offices, &c., and the parties have been referred to the stringent provision of the statute.

Their opinion has also been asked whether the service of an articled clerk to an attorney who is acting as clerk to another attorney would be deemed good service under the 6 & 7 Vict. c. 73, s. 4, where the attorney acted as clerk in one town who had a practice of his own in another town, and the Council deem such service would not be sufficient.

In carrying into effect the 22nd section of the Attorneys' Act, by which the *Law List* is made *primâ facie* evidence of

* From the passing of the Act in August last to the present time, the number of articles of clerkship registered has been 269—viz., 229 for five years, 14 graduates for three years, and 23 clerks for three years, besides 56 assignments for the residue of the term.

† There have been 70 chancery commissions registered; 220 common law, and 40 perpetual commissions.

the right to practise, it was thought desirable that all the places of business of attorneys who practised at several towns should be inserted at each, thus making the list more complete, and removing a serious inconvenience under which attorneys sending writs and other legal documents to country attorneys have hitherto laboured.

The Council have had before them several instances of delay in the service of process, when sent to an attorney entered in the *Law List* as of a town where he only attended on market days. It is expected that under the provisions of the Act attorneys will insert those places only at which they have an office; and no doubt in sending process to an attorney for service one will be selected who, having one place of business only, may be assumed to reside as well as practise there. The list of London attorneys already contains both addresses where a London attorney also practices at some adjacent country place.

In addition to this improvement, the *Law List* now contains the dates of the admission on the roll of attorneys; and the name of each member of a firm practising in the country is placed in alphabetical order as in the London list.

Pursuant to the 31st section of the Act applications have been made to the officers of the several courts for lists of the authorities and appointments now in force granted to attorneys, solicitors, proctors, or others, enabling them to administer oaths and take acknowledgments, declarations, and affirmations, whether such authority be to act in England, or elsewhere, in order to form a complete register of such authorities and appointments, with the places of business of the persons so appointed, and the extent of the authority conferred.

On applications to the High Court of Admiralty for admission as a commissioner to administer oaths in admiralty, the judge has been pleased to direct that the testimonials in support of the application should be sent to the Council for investigation, and they make the requisite inquiries into the character and professional position of the applicants, and report the result.

The Council, having been instrumental in urging upon the Legislature the expediency of the examinations prescribed by the 5th and 8th sections of the Act, on subjects of general knowledge before or during articles, and by the 9th section in legal knowledge during articles, felt that the duty devolved on them of offering to the judges suggestions for carrying those sections into effect.

The Council therefore referred the subject to a committee of their body, who, after having made extensive inquiries for the purpose of obtaining information to guide their judgment, presented a preliminary report, which was widely circulated by the Council among the members of the society, and the several law societies in London and the country. Copies were also sent to the masters of the several courts of law, and all were invited to express their opinions on the subject. The suggestions thus elicited by the Council enabled the committee materially to improve their report, and the Council believe that the revised report, as adopted by them, expressed the opinions and wishes of a very large proportion of the attorneys and solicitors of England.

They transmitted copies of the revised report to the Lord Chief Justices, Master of the Rolls, and Lord Chief Baron, and solicited them to take the report into their favourable consideration, and to make such regulations as might appear to them calculated to carry into effect the intentions of the Legislature, and to confer on the public the advantages which must result from having well-educated, intelligent, and honourable legal advisers.

The report was sent to the judges in the early part of Easter Term, and the Council have recently received from them a communication which leads the Council to believe that, with some modification of one of the suggestions, the scheme contained in the report will be adopted.*

It may here be added, with respect to the examinations in *legal knowledge*, that in the course of the last four Terms 477 candidates have been examined, of whom 417 were passed and 60 postponed. To the first class of the successful candidates 18 prizes were awarded; and to the second class 24 certificates of merit; a favourable notice was also given by the examiners to 25 candidates who were above the age of 26. The names of all these gentlemen are given in an appendix to this report.

II. Alterations in the Law.

[The Council here enumerate the various Acts of Parliament affecting the profession which were passed, after the previous annual general meeting of the society, up to the 2nd of July, 1861.]

III. Bills in Parliament.

During the remainder of the last session the Council continued to watch the progress of such of the Bills as affect the duties or interests of practitioners; and they have also taken into consideration the several Bills introduced in the present session of Parliament relating to the following subjects:—*

* Bankruptcy and Insolvency.
Constructive Notice of Incumbrances.
* Wills of Personalty.
Disgavelling Lands.
* Drainage of Lands.
Trustees of Charities.
Trade Marks.
Copyright.
Lunacy Regulation.
County Courts Procedure.
Recovery of Debts and Frivolous Defences.
* Criminal Law Consolidation.
* Probate Stamp Duties.
* Inland Revenue.
* Crown Suits Limitation.
* Attorneys and Solicitors (Ireland).
* Statute Law Revision.
* East India Courts.
* Wills and Domicile.

The Council received several communications from attorneys and solicitors in the provinces on the subject of the resolution proposed to be moved by the Chancellor of the Exchequer in Committee of Ways and Means, that "there shall be charged for and upon a licence to be taken out yearly by every person who shall use or exercise *the business, occupation, or calling of a house agent*, not being an auctioneer or an appraiser duly licensed as such, the stamp duty of £2."

The communications expressed apprehension that attorneys and solicitors, especially those practising in the country, might be liable to the payment of this tax, many of them having the management of the house properties of their clients, and letting the houses and transacting that description of business connected with house property, which in London is ordinarily under the charge of house agents.

Considering that attorneys and solicitors pay an annual certificate duty of £9 in London and £6 in the country, the Council addressed a letter to the Chancellor of the Exchequer, suggesting that attorneys and solicitors duly authorised to practise as such, should be excepted from the operation of the tax, as well as auctioneers and appraisers duly licensed as such.

In answer to their letter, the Council received a communication from the Chancellor of the Exchequer to the effect that there is no intention of imposing any additional charge upon attorneys, and a proviso has accordingly been introduced, expressly exempting certificated attorneys.

This Bill received the royal assent on the 28th of June.

A select committee of the House of Commons having been appointed to consider the assessments made in respect of different kinds of property, real and personal, the Council have assisted their brethren in preparing petitions to the House of Commons, setting forth the several heavy taxes by which they are already burdened, the uncertainty of professional incomes, and the moderate amount at which the practice of an attorney or solicitor can be estimated, either when he disposes of it when he retires, or is compelled by illness to relinquish.

The Commissioners of Inland Revenue authorised their officer to state that a written authority from a vendor to a purchaser to pay the purchase-money to the solicitor of the former on completing the purchase, is not an instrument chargeable with any stamp duty.

IV. Concentration of the Courts and Offices.

Soon after the last general meeting, the Commissioners on the Concentration of the Courts and Offices made their report in favour of the site suggested by this society, lying between Lincoln's-inn and the Temple, and extending from this institution to Clement's-inn and New-inn; and the report conclusively showed that the accumulation of surplus interest for upwards of a century in the Court of Chancery might justly be applied towards the purchase of the site and the expense of the building. [See S. J. for 1860, p. 715.]

The Council sent a print of this report to all the members of the society, and deputations from the Council attended the Prime Minister, the Chancellor of the Exchequer, and the

* The Rules were made on the 26th July, and a printed copy will be sent by the Council to every attorney. [They are printed *ante*, p. 696.]

* Marked thus have passed, the rest have been postponed.

Chief Commissioner of Public Works, and assistance was given in the preparation of Bills for the acquisition of the site, and appropriating the requisite funds. The Government authorised surveys and estimates to be made, and notices to be given to the owners and occupiers of the site. Some delay has taken place from the pressure of other public business in forwarding the Bills through Parliament, but they are making progress, and it is hoped they may be passed during the session.

V. Chancery Evidence Commission.

The commissioners appointed to enquire into the mode of taking evidence in the Court of Chancery, one of whom was a member of the Council, made their report on the 28th of June last year, and the great importance of the matter induced the Council to supply the members with printed copies thereof. As stated in the last annual report, the Council and their equity committee supplied many suggestions during the progress of the measure, and an Act passed authorising the judges to make rules and orders for carrying the recommendations of the commissioners into effect.

(To be continued.)

In the Court of Bankruptcy, on the 18th inst., in a case of no public importance, Mr. Commissioner Goulburn took occasion to remark upon the absence of the solicitor for the assignees. He said that it was a very common practice for solicitors to send their clerks to that court. The Act did not allow him to hear solicitors' clerks, nor would he do so. He must put a stop to the custom referred to. For the future the fee of every solicitor for the assignees attending only by his clerk would be disallowed upon taxation.

Births, Marriages, and Deaths.

BIRTHS.

Currey—On Sept. 12, at Maidenhead, the wife of Frederick Currey, Esq., Barrister-at-Law, of a son, still-born.

MARRIAGES.

Broomhead—Shirt—On Sept. 12, Barnard P. Broomhead, Esq., Solicitor and Notary, to Matilda Staveley, daughter of John Staveley Shirt, Esq., of Wales, Yorkshire.

Cabell—Lawson—On Sept. 12, William Lloyd Cabell, Esq., of Lincoln's-inn, Barrister-at-Law, to Fanny Harriett, daughter of the Rev. G. R. Lawson, vicar of Pitminster.

Churcher—Greenfield—On Sept. 4, J. Churcher, Esq., R.N., to Emma, daughter of the late Thomas Greenfield, Esq., Solicitor, Winchester.

M'Culloch—Caswell—On Sept. 10, Samuel M'Culloch, Esq., Barrister-at-Law, of the Middle Temple, to Nessie, daughter of the late Capt. W. Caswell, R.N., of Balickera, William's River, Australia.

DEATHS.

Dickson—On Sept. 7, at Edinburgh, Mary Campbell Johnstone, wife of Samuel Dickson, Esq., Writer to the Signet.

Maude—On Sept. 9, at Champery, Switzerland, Arthur Grey Maude, Esq., of Great George-street, Westminster, and of the Sessions House, Clerkenwell.

London Gazettes.

Windings-up of Joint Stock Companies.

Tuesday, Sept. 17, 1861.

English and Irish Church and University Assurance Society.—Petition for winding up, presented September 3, will be heard before V.C. Wood, on the first petition day in Michaelmas Term. *Sols.* Langford & Marsden, 59, Friday-street, Cheapside.

Friday, Sept. 20, 1861.

Limited in Bankruptcy.

Vale of Clwyd Mining Company (Limited).—Order to wind up made by Commissioner Holroyd, Sept. 11, Same time, George John Graham, 25, Coleman-street, London, was appointed official liquidator. Creditors to prove their debts before Commissioner Fonblanque, on Oct. 16, at 11.30.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Tuesday, Sept. 17, 1861.

Asher, Josh, Gent., Bedminster, Somerset. *Sols.* Davis & Fry, Shannon-court, Bristol. Oct. 21.

Attwood, William, Grocer, St. Alban's, Hertfordshire. *Sol.* Blagg, St. Alban's. Nov. 2.

Foxwell, William, Gent., Bridgewater, Somersetshire. *Sol.* Smith, Bridgewater. Dec. 2.

Gulliford, Thomas, Gent., Shoscombe, Wellow, Somersetshire. *Sols.* Skurray & Son, 2, Chapel-row, Queen-square, Bath. Nov. 15.

Morley, Arthur, Hosier, Nottingham, and also of Sneinton, Nottingham. *Sols.* Sawyer & Brettel, 2, Staple-inn, London, and Wells, Fletcher-gate, Nottingham. Nov. 16.

Osmar, William, Brewer & Licensed Victualler, The Two Brewers, Mason's Hill, Bromley, Kent. *Sol.* Letts, 8, Bartlett's-buildings, London. Nov. 30.

Sachs, Hermann, Bead Merchant, born in Hirschberg, Silesia, formerly of 76, Newgate-street, London, and late of King-street, Holborn, Middlesex. *Sols.* Sydney & Son, 64, Finsbury Circus, London. Oct. 15.

Spreadbury, George John, Licensed Victualler, Castle Inn, Old Kent-road, Surrey. *Sol.* King, 5, South-square, Gray's-inn, Middlesex. Oct. 24.

Friday, Sept. 20, 1861.

Filder, Moses, Gent., Eastbourne, Sussex. *Sols.* Gell & Son, Lewes. Nov. 16.

Forrester, Joseph James, Merchant, Crutched Friars, London, and Oporto. *Sols.* W. & H. P. Sharp, 92, Gresham-house, Old Broad-street. Dec. 15.

Norris, James, Farmer and Market Gardener, Sion-hill, Isleworth, Middlesex. *Sols.* Woodbridge & Son, 8, Clifford's-inn, Fleet-street, London, and Brentford, Middlesex. Nov. 18.

Sandys, Ann Emma Charlotte Sophia, Widow, Plymouth. *Sols.* Elworthy, Curtis, & Dawe, Plymouth. Oct. 28.

Stacey, Charles, Elstree, Aldenham, Hertfordshire. *Sol.* George, Wood-street, Chipping Barnet, Hertfordshire. Nov. 21.

Creditors under Estates in Chancery.

Tuesday, Sept. 17, 1861.

Glover, Richard Hay, Merchant, Gibraltar, and late of Clifford street, Bond-street, London. Glover *v.* Heelis, V.C. Wood. Nov. 20.

Friday, Sept. 20, 1861.

Eidsforth, Anthony, Esq., Poulton Hall, Lancashire. Eidsforth *v.* Eidsforth, M.R. Nov. 25.

Fenton, George, Baker, Kensall-green, Harrow-road, Middlesex. Lucas *v.* Fenton, V.C. Kindersley. Nov. 27.

Wholey, Thomas Crossby, Grocer, Gainsborough, Lincolnshire. Martham *v.* Wholey, V.C. Wood. Nov. 4.

(County Palatine of Lancaster.)

Statter, George, Gent., Bird-hole, Bury, Lancashire. Office of Registrar, 4, Norfolk-street, Manchester. Oct. 14.

Assignments for Benefit of Creditors.

Tuesday, Sept. 17, 1861.

Bothamley, Charles Parkinson, Grocer, Gainsborough, Lincolnshire. *Sol.* Oldman, Gainsborough. Aug. 30.

Cockill, Joseph, Farmer & Wool-buyer, Retford, Nottinghamshire. *Sols.* Burnaby & Denman, East Retford. Sept. 3.

Gumbrell, Edward, Draper, Dorking, Surrey. *Sol.* Sole, 68, Aldermanbury, London. Sept. 13.

Harris, Charles, Ironmonger, Stratford, Essex. *Sol.* Sole, Aldermanbury, London. Aug. 26.

Hicks, George, Ship Chandler, Calstock, Cornwall. *Sols.* Rooker, Lavers, & Matthews, Plymouth. Sept. 2.

Jones, Thomas, Farmer, Bryn, Glascwm, Radnor. *Sols.* Bodenham & Temple, Kington. Sept. 13.

King, Frederick, Inn Keeper, Rye, Sussex. *Sol.* Butler, Rye. Sept. 3.

Leigh, Henry Jones, Draper, 76, Leather-lane, Holborn, Middlesex. *Sol.* Turner, 68, Aldermanbury. Sept. 3.

Nicholson, Edward, Grocer, Seaham Harbour, Durham. *Sols.* Ramus & Son, Sunderland. Sept. 2.

Quick, William, Grocer & Tea Dealer, Camborne, Cornwall. *Sols.* Roscorla & Davies, Penzance. Sept. 7.

Thorp, Abel, Woollen Cloth Manufacturer, Meltham, Almondbury, Yorkshire. *Sol.* Booth, Holmfirth. Aug. 27.

Waterfield, Joseph, Furniture Dealer, Peterborough. *Sol.* Deacon, Peterborough. Sept. 11.

Friday, Sept. 20, 1861.

Coverdale, John, Grocer & Provision Dealer, Thirsk, Yorkshire. *Sol.* Rider, Thirsk. Sept. 13.

Hole, William, Grocer & Butcher, Bulwell, Nottinghamshire. *Sol.* Shelton, St. Peter's Gate, Nottingham. Aug. 30.

Lilley, James, Brick & Tile Manufacturer & Victualler, Sturton by Stowe, Lincoln. *Sol.* Plaskitt, Gainsborough. Sept. 13.

Musgrove, George, Draper, Rawtenstall, Lancashire. *Sols.* Sale, Worthington, Shipman, & Seddon, 29, Booth-street, Manchester. Aug. 31.

Stetson, John, Draper, Newton Abbot, Devonshire. *Sols.* D'Arcy & Beachey, Newton Abbot. Sept. 7.

Underwood, John, Draper, Daventry, Northamptonshire. *Sols.* Parker, Lee & Haddock, 18, St. Paul's Church-yard. Aug. 31.

Wragg, William, Machine Builder, Beeston, Nottinghamshire. *Sols.* Campbell, Burton, & Browne, Nottingham. Sept. 14.

Bankrupts.

Tuesday, Sept. 17, 1861.

Alvorth, Charles Edward, Timber Dealer, 10, Lonsdale-terrace, Barnes, Surrey. *Com.* Holroyd: Sept. 28, at 12; and Oct. 29, at 2.30; Basinghall-street. *Off. Ass.* Edwards. *Sols.* White & Sons, Bedford-row, London; or Wood, Bristol. *Pet.* Sept. 12.

Bacon, Stephen, Corn & Coal Merchant, 2, Northampton-place, Old Kent-road, Surrey. *Com.* Goulburn: Sept. 27, at 12; and Oct. 28, at 11.30; Basinghall-street. *Off. Ass.* Pennell. *Sol.* Keen, 77, Lower Thames-street, London. *Pet.* Sept. 16.

Banfield, John, Organ Builder, Handsworth, Staffordshire. *Com.* Sanders: Sept. 27 and Oct. 25, at 11; Birmingham. *Off. Ass.* Kinnear. *Sols.* Harrison & Wood, Birmingham. *Pet.* Sept. 14.

Blow, Alfred, Mill Band Maker, 15, Great Charles-street, Birmingham. *Com.* Sanders: Sept. 27 and Oct. 25, at 11; Birmingham. *Off. Ass.* Whitmore. *Sol.* Duke, Birmingham. *Pet.* Sept. 13.

Farrow, William, Miller, Horncastle, Lincolnshire. *Com.* Ayrton: Oct. 2 and 30, at 12: Kingston-upon-Hull. *Off. Ass.* Carrick. *Sol.* Bean, Boston. *Pet.* Sept. 9.

Fielding, Aaron, Grocer & Corn Dealer, Glossop, Derbyshire. *Com.* Jemmett: Oct. 1 and 29, at 12; Manchester. *Off. Ass.* Hernaman. *Sol.* Reddish, 52, Princes-street, Manchester. *Pet.* Sept. 10.

GRATOREX, WILLIAM, Boot and Shoe Manufacturer, Leicester. *Com.* Sanders: Oct. 3 and 24, at 11; Nottingham. *Off. Ass.* Harris. *Sol.* Pike, Leicester. *Pet.* Sept. 12.

GREEN, WILLIAM, Carman & Carrier, 1, Bear-lane, Blackfriars-road, Surrey. *Com.* Goulburn: Sept. 28, at 12; and Oct. 28, at 1; Basinghall-street. *Off. Ass.* Pennell. *Sol.* Howard, Quality-court, Chancery-lane, London. *Pet.* Sept. 16.

HASSALL, JOHN MILLS, Cloth Finisher, Huddersfield (Joseph Shaw & Co.). *Com.* Ayrton: Sept. 27 and Nov. 4, at 11; Leeds. *Off. Ass.* Hope. *Sols.* Jessop, Huddersfield; or Bond & Barwick, Leeds. *Pet.* Sept. 10.

HEARD, HENRY CLEMENT, Newspaper Proprietor, Apothecary, Chemist, & Druggist, Bridgewater. *Com.* Andrews: Oct. 1 and 29, at 12; Exeter. *Off. Ass.* Hirtzel. *Sols.* Smith, Bridgewater; or Turner & Hirtzel, Exeter. *Pet.* Sept. 12.

JAMES, WILLIAM CONWAY, Tin Plate Manufacturer, Pontnewydd Tin Works, Llanvrechva Lower, Monmouthshire. *Com.* Hill: Oct. 1 and 29, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Bevan, Girling, & Press, Bristol. *Pet.* Aug. 27.

MAMBY, JOHN, Grocer & Provision Dealer, Newcastle-under-Lyme, Staffordshire. *Com.* Sanders: Sept. 30 and Oct. 21, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols.* Hodgson & Allen, Birmingham; or Dutton, Birmingham. *Pet.* Sept. 14.

MAYES, HARPLEY JOHN, Cattle Dealer, Stoke Ferry, Norfolk. *Com.* Holroyd: Sept. 28, at 12.30; and Nov. 1, at 1; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Sole, Turner, & Turner, 68, Aldermanbury, London; or Miller, Son, & Bugg, Norwich. *Pet.* Sept. 9.

PESTON, GEORGE, Maltster, Basingstoke, Hants. *Com.* Holroyd: Sept. 27, at 2.30; and Nov. 1, at 2; Basinghall-street. *Off. Ass.* Edwards. *Sols.* John & Weatheralls, Temple, London; or Lamb, Brooks, & Challis, Basingstoke, Hants. *Pet.* Sept. 7.

PLATT, JOHN, Furniture Dealer, Oldham, Lancashire. *Com.* Jemmett: Oct. 1 and 29, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* G. & R. W. Marsland, Manchester. *Pet.* Sept. 4.

RAMSAY, DAVID, Merchant, Melbourne, Victoria, and Forest-hill, Kent. *Com.* Holroyd: Sept. 27, at 1, and Nov. 1, at 12; Basinghall-street. *Off. Ass.* Edwards. *Sols.* Linklater & Hackwood, 7, Walbrook, London. *Pet.* Sept. 13.

FRIDAY, Sept. 20, 1861.

BELFORD, MARY ANN, Innkeeper, late of Fremantle, Southampton, and since of the Royal George Hotel, High-street, Southampton. *Com.* Goulburn: Oct. 1, at 11.30; and Nov. 4, at 1; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Howard, Halse, & Trustram, 66, Paternoster-row, London. *Pet.* Sept. 19.

JEFFRIES, RICHARD, Bleacher, Chapel-en-le-Frith, Derby. *Com.* Jemmett: Oct. 4, and Nov. 6, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Cobbett & Wheeler, Manchester. *Pet.* Sept. 18.

JEPSON, WILLIAM, and DENNIS PICKUP, Cotton Manufacturers, Blackburn, Lancaster (Jessop & Pickup). *Com.* Jemmett: Oct. 4 and Nov. 1, at 12; Manchester. *Off. Ass.* Pott. *Sols.* Cobbett & Wheeler, Manchester. *Pet.* Sept. 13.

MAYLAND, FRANCIS, Grocer & Tea Dealer, Newcastle-upon-Tyne. *Com.* Ellison: Oct. 2, at 11.30; and Oct. 30, at 12; Newcastle-upon-Tyne. *Off. Ass.* Baker. *Sols.* J. & R. S. Watson, Dean-street, Newcastle-upon-Tyne. *Pet.* Sept. 13.

MORGAN, JAMES, Printer, Stationer, & Bookseller, 48, Upper Marylebone-street, Portland-place, Middlesex. *Com.* Goulburn: Oct. 1, at 11; and Nov. 4, at 12; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Paterson & Longman, 3, Winchester-buildings, London. *Pet.* Sept. 19.

SHACKELL, THOMAS, Woollen Merchant, High-street, Bristol. *Com.* Hill: Sept. 30 and Oct. 29, at 11; Bristol. *Off. Ass.* Miller. *Sol.* Miller, Bristol. *Pet.* Sept. 16.

TALL, JOHN, Tar & Turpentine Distiller, Kingston-upon-Hull (John Tall & Co.). *Com.* Ayrton: Oct. 2 and 30, at 12; Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* England, Saxelbye, & Roberts, Hull. *Pet.* Sept. 5.

BANKRUPTCY ANNULLED.

FRIDAY, Sept. 20, 1861.

SUGDEN, JOHN, Builder, 1, Charles-terrace, Paxton Park, Sydenham, Kent. Sept. 17.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, Sept. 17, 1861.

WILLIAM MATTHIAS BRUSTER, Letter Press Printer, Swansea, Glamorganshire. Oct. 9, at 11; Basinghall-street.—JAMES ALFRED AXTELL, WILLIAM RUDD KNIGHTS, & WILLIAM AXTELL, Tanners, 1, White's-grounds, Bermondsey, Surrey, and of St. Neots, Huntingdonshire. Oct. 9, at 11.30; Basinghall-street.—WILLIAM BOUND, Jun., Corn & Seed Merchant, Hanworthy, Poole, and Paradise-street, Poole. Oct. 9, at 12; Basinghall-street.—NATHAN AARON JOSEPH, Importer of Foreign Goods, 19, Vine-street, Minories, London (N. A. Joseph & Co.). Oct. 10, at 1; Basinghall-street.—THOMAS NEWMAN, General Shop Keeper, Hindolveston, Norfolk. Oct. 10, at 11; Basinghall-street.—HENRY NORRIS & WILLIAM NORRIS, jun., Builders, Mare-street, Hackney, Middlesex (Norris Brothers). Oct. 10, at 12; Basinghall-street.—ARTHUR SMITH, Engineer, Paragon-buildings, New Kent-road, Surrey. Oct. 12, at 11; Basinghall-street.—THOMAS TUCKER, jun., Lamp Manufacturer, Gas Fitter, & Dealer in Oil and Candles, 190, Strand, and Essex Works, Water-street, Strand (Tucker & Son). Oct. 12, at 12; Basinghall-street.—EDWARD JOHN HEARD & JAMES JOHN WALTERS, Packing Case Manufacturers, Norway Wharf, Wapping Wall, Middlesex; joint estate. Oct. 10, at 12; Basinghall-street. Same time, separate estate of Edward John Heard.—MAURICE MONTEFIORE JOSEPH & LUDOVICK CARMICHAEL, Merchants, Calcutta, and Liverpool (Montefiore, Carmichael, & Co.) Oct. 9, at 12; Basinghall-street.—SUSAN CATHERINE HARRISON, Innkeeper, Ipswich. Oct. 10, at 12.30; Basinghall-street.—JOHN GURNEY MASON, Ironmonger, Ironmonger-street, Stamford, Lincolnshire. Oct. 10, at 12; Basinghall-street.—JAMES SMITH, Carman and Contractor, 19, Hope Wharf, Macclesfield-street, City-road, Middlesex. Oct. 10, at 11.30; Basinghall-street.—WILLIAM CASH, Grocer, High-street, Portland town, Middlesex, and Peterborough, Northamptonshire. Oct. 10, at 12; Basinghall-street.—ISAAC BROWN, Wine Merchant, late of Brabant-court, Philpot-lane, London, but now of 25, Philpot lane. Oct. 10, at 11.30; Basinghall-street.—JOHN LARGE, Cattle & Sheep Salesman, Ufton, Berks. Oct. 9, at 1; Basinghall-street.—GEORGE HENNET, Railway Contractor, Ship Owner, Engineer, Timber Merchant, Lime Burner, & Coal Merchant, 24, Duke-street, Westminster, Middlesex. Oct. 9, at 12; Basinghall-street.—GEORGE HOARSEY, Gasfitter & Engineer, 13, West Front, Kingsland-place, Southampton. Oct. 10, at 11.30; Basinghall-street.—JAMES FREDERICK INGLEBEW, Coal Merchant & Furniture Dealer, 20, St. James-street, and 7, Rock-place, Brighton. Oct. 10, at 11; Basinghall-street.—WILLIAM PORTEUS, Linen Draper & Hatter, 5, Bond-street, Brighton. Oct. 8, at 11; Basinghall-street.—JAMES HERBERT SMITH, Tanner, Wyld's-rents, Bermondsey, Surrey. Oct. 8, at 12; Basinghall-street.—EDWARD HERRING, Manufacturing Chemist, Trinity-street, Southwark, Surrey (British and Foreign Alkaloid Co.). Oct. 9, at 12; Basinghall-street.—JOSEPH CHARWICK, Stone Merchant, Willington-wharf, Augustus-street, Regent's-park, Middlesex. Oct. 8, at 12; Basinghall-street.—JAMES THOMAS, Builder, Abingdon, Berks, and Brickmaker, Culham, Oxfordshire. Oct. 8, at 11.30; Basinghall-street.—LEWIS POWELL, Builder, Plumber, Painter, Glazier, & Decorater, 2 Chapel-place, Cavendish-square, Middlesex (Lewis Powell & Co.) Oct. 8, at 11; Basinghall-street.—FREDERICK FRANCIS FOX, Tailor, 131, Fenchurch-street, London. Oct. 8, at 11; Basinghall-street.—CHARLES MCLOUGHLIN, Gun Maker, 69, High-street, Cheltenham, Gloucestershire. Oct. 10, at 11; Bristol.—JAMES ROGERSON, Linen and Woolen Draper, East Hartlepool, Durham. Oct. 10, at 12; Newcastle-upon-Tyne.—JAMES WILLIAM GREGORY, Grocer, Halifax. Oct. 11, at 11; Leeds.—MAJOR GLUCKSTEIN, Tobacconist, Leeds. Oct. 8, at 11; Leeds.—DAVID APPLEYARD, THOMAS WIGGLESWORTH, JOHN EGERTON, & EBENEZER CLEGG, Machine Makers, Leeds. Oct. 10, at 12; Leeds.—SAMUEL LEES, Grocer & Draper, Meltham, Almondbury, York. Oct. 10, at 12; Leeds.—JONATHAN HAINSWORTH, Plumber & Glazier, Halifax. Oct. 9, at 11; Leeds.—THOMAS GOMLAY, Draper, Bradford. Oct. 8, at 11; Leeds.—JOSEPH HAMERTON, Worsted Manufacturer, Dam Head Mill, Shibden, Yorkshire. Oct. 8, at 11; Leeds.—ARTHUR JACKSON & RICHARD MICHELE EASTMAN, Brokers & Commission Agents, Liverpool. Oct. 7, at 12; Leeds. Sep. est. of Richard Michele Eastman.—EDWARD HEATHCOTE, Grocer, Rock Ferry, Chester. Oct. 7, at 12; Liverpool.—JAMES BROADBENT HERBERT & EDWARD HINDLEY, Coal Factors, Liverpool. Oct. 7, at 12; Liverpool.—THOMAS IRLAM & VINCENT WARDSTROCHT, Brokers & Shipowners, Liverpool. Oct. 7, at 12; Liverpool.—WILLIAM FAWCETT, Merchant & Iron Founder, Liverpool. Oct. 7, at 12; Liverpool.—JOHN ANDREW CHRISTIAN REIMANN & JOHN GERARD GELLER, Merchants, Liverpool. Oct. 7, at 12; Liverpool.—JOHN ULWIN, Baker & Flour & Provision Dealer, Seacombe, Cheshire. Oct. 7, at 12; Liverpool.—RAINES WAITE APPLETON, Merchant, Liverpool. Oct. 7, at 12; Liverpool.—JOHN MERSON & THOMAS BRECK INGHAM, Glass Manufacturers, St. Helens, Lancashire. Oct. 8, at 11; Liverpool. Sep. est. of John Merson.—CHARLES BARTTAIN, Builder & Brick Maker, Dacre-hill, Bebington, Cheshire. Oct. 8, at 11; Liverpool.—THOMAS PUGH JONES, Boot & Shoe Manufacturer, 108, Mill-street, Toxteth-park, Liverpool, and 106, Brownlow-hill, Liverpool. Oct. 8, at 11; Liverpool.—JOSEPH R. PIM, Brickmaker, Birkenhead, Cheshire. Oct. 8, at 11; Liverpool.—HUGH MACKAY & WILLIAM BISHTON DAVIES, Shipwrights Ship Dealers, Liverpool. Oct. 8, at 11; Liverpool.—ENOCH FAIRHURST, Grocer, Ormskirk, Lancashire. Oct. 8, at 11; Liverpool.—JOHN MOSSOP, Provision Dealer, Liverpool. Oct. 8, at 11; Liverpool.—JAMES MORISON & LARS OSCAR ABELIN, Ship Chandlers, Liverpool. Oct. 8, at 11; Liverpool.—JOHN WILKINSON, Iron Master, Brymbo, Denbigh. Oct. 7, at 12; Liverpool.—HENRY DAVIES & WILLIAM DAVIES, Stock & Share Brokers, Liverpool. Oct. 7, at 12; Liverpool.

FRIDAY, Sept. 20, 1861.

GEORGE PERKINS, Earthenware Dealer, Bank-street, Ashford, Kent. Oct. 11, at 12; Basinghall-street.—WILLIAM ROBERTS, Grocer, King's Lynn, Norfolk. Oct. 21, at 11.30; Basinghall-street.—JOHN WILLIAM NYREN & ADAM WILSON, Colour Manufacturers, Battersea, Surrey. Oct. 28, at 12; Basinghall-street; sep. est. of Adam Wilson.—JAMES CAUDWELL, Coal & Coke Merchant, Southwell, Nottingham. Oct. 10, at 11; Nottingham (and not Birmingham, as advertised in *Gazette* of the 10th inst.).—JOHN HOBSON, Grocer, Leeds. Oct. 11, at 11; Leeds.—THOMAS HASTINGS IRWIN, Stock & Share Broker, Liverpool. Sept. 10, at 11; Liverpool.—ELIEZER TIMEWELL, Cart Owner & Carrier, 7, Castle-street, Kirkdale, Lancaster. Oct. 11, at 11; Liverpool.—WILLIAM HENRY NORTH, Grocer, Liverpool. Oct. 11, at 11; Liverpool.—JOHN CURRON, Joiner & Builder, Liverpool. Oct. 11, at 11; Liverpool.—RICHARD HARRISON & JOHN SHERRATT, Builders & Timber Merchants, Saint Helens, Lancashire; also separate estate of John Sherratt. Oct. 11, at 11; Liverpool.

We cannot notice any communication unless accompanied by the name and address of the writer.

** Any error or delay occurring in the transmission of this Journal should be immediately communicated to the Publisher.*

THE SOLICITORS' JOURNAL.

LONDON, SEPTEMBER 28, 1861.

CURRENT TOPICS.

Mr. Goulburn, the Commissioner in Bankruptcy, has again declared his resolution not to hear in court the clerk of an attorney. The appearance, he says, must be either by the party in person, or by his attorney; otherwise the summons must be dismissed. With reference to the enforcement of this rule under the new Act, it must be understood as referring solely to such clerks of solicitors as have been already admitted solicitors of the Court of Chancery. The rule, with respect to all other persons, has been expressly laid down by the Legislature. The 212th section of the new Bankruptcy Act, which empowers solicitors to appear and plead in the Court of Bankruptcy, contains also this provision that in case any person not being such solicitor—that is to say, not being a solicitor of the Court of Chancery, who has been admitted as as a solicitor of the Court of Bankruptcy—shall practise in the Court as a solicitor, he shall be deemed guilty of a contempt of court, and be liable to all the penalties incident thereto. This language is sufficiently explicit, and the only question that can arise is whether a clerk of a solicitor, being himself also a solicitor, is to be at liberty to appear in place of his principal, on behalf either of the debtor or of his creditor. The objections to such a provision have not been very distinctly shown. If the head of a firm, not choosing or being too much occupied to appear in person, thinks proper to delegate his duty of advocate to another solicitor or attorney, who is retained in his own office, he does so at his own risk, and that of his client. He is no more likely to endanger the interests of his client by employing an unduly qualified person, than he would be likely to damage a cause in the courts of law or chancery by securing the services of an inefficient counsel. Every security that can be required or can be obtained by the Court is present in the fact of the advocate being an admitted solicitor or attorney, and, consequently, subject to the jurisdiction of the Court. But the case seems to us to be placed beyond doubt by the language of the 212th section, which expressly states, that "every solicitor," now or hereafter admitted, may practice; and that in case any person, "not being such solicitor," shall practise, he is to be deemed guilty of a contempt. The learned Commissioner proceeded to say, it had been suggested that before the hearing of any attorney, he be bound to produce a retainer, to show that he has been retained by the client as attorney in the case; also that before the hearing of an attorney's clerk in chambers, he be bound to show that he is in fact the representative of a professional man. The reasons for the former suggestion we have yet to learn. The appearance of a solicitor or attorney, whether principal or not, in Court, on behalf of a client, one would suppose to be sufficiently good *primâ facie* evidence of his authority to attend; and when coupled with his assurance to that effect, to be beyond question, except upon the distinct statement to the contrary, of the client himself. If a solicitor or attorney is not to be believed in making a personal statement in open court, the sooner the 212th section is repealed the better. The two simple questions—For whom do you appear, Mr. So-and-So? Are you instructed?—admit only of the simplest form of answer, the latter, indeed, consisting of only one of two monosyllables, aye or no. The precaution with regard to the hearing of a clerk in chambers is another matter Such a clerk would not be, and often is not a solicitor; his responsibility and self consideration are less; and some security against irregularity in such a case may be desirable. But until we have heard good grounds to the contrary, we cannot but think the requirement of a retainer from an attorney or solicitor who appears on behalf of a client in court would be a vexatious as well as an unnecessary precaution.

THE THIRD *CAUSE CELEBRE*.

The Rugby proceedings have incurred and surmounted the recent danger of a collapse, like that which reduced the Twickenham domestic drama from a deep-laid scheme of murder by an avaricious father to an unhappy mistake in using the wrong end of a riding-whip in a fit of parental displeasure. The treacherous breakfast at the Clarendon, the alluring visit to the ex-Royal Family of France, the wrapt mood of the Baron on the highway, his abrupt and ill-explained departure from it, the young man's undefined dread, the mysterious threading of bye-lanes—all, in fact, that gave such hopeful newspaper promise that the Vidil trial would prove a worthy follower to the Northumberland-street pistolling and braining case, flashed in the judicial pan. A squeamish casuistry set some notion or other of filial duty above the rightful expectations and vested interests of justice and of the reporters. Talk of judges frustrated at the expense of a month in gaol; consider a judicial public disappointed at a time when the serial of exciting crime is coming out in illustrated monthly numbers—when newspaper pen-cunning is rising up to, and a little above, the occasion, with paper itself on the very eve of freedom. There, a tale, standing at the creditable figure of £20,000 under settlement, was as effectually snatched from society as if a manuscript of Mr. Harrison Ainsworth, proofs, copies, and copper-plates, had perished in the fire at Longman's. And now Mr. Philbrick would sacrifice to a dry, selfish exercise of his supposed duty, as counsel for Mr. Richard Guinness Hill, otherwise "R. Hill," an opening romance of £14,000 a-year. Let us treat such a case with the respect which it deserves.

As early as last Monday week, before evidence had been taken, all had been written up to the proper pitch. Mr. Brett, of the London detectives, had, by extraordinary ability, perseverance, and foresight, penetrated what was called the atmosphere of mystery, and had overcome insurmountable difficulties. Grouping together a £20 reward, a gentleman of about thirty and five feet six inches, a stout woman of forty, another, dark, thin, and tall, a large double plaid shawl, dark green and blue, rather faded, and a fine healthy boy, a placard brought Mr. Brett to an interview with the woman Mackay. Though she had but a two years' remembrance of a child's cry heard for a couple of nights through a partition, she thus put one end of the labyrinthine coil between the detective finger and thumb, and at the other end was found the "heir to £14,000 a-year" (under a settlement again, by-the-bye) with nothing on but a dirty rag, and covered with vermin and filth, in a little room up two pair in a foul alley of St. Giles', his companions being an unclad dying man in the corner of the chamber, and some most ragged and miserable women squatting over the floor. The heir's toes were depicted as terribly scored with wounds from walking barefoot on stones, and his head and body as marked with ill-usage. From this den Mr. Brett escapes, as Rolla or his representative may be seen in the picture, with the child held aloft, except that the intrepid police officer had to pay his way "through the swarm of people that blocked up every means of egress." We must not meanly stay here to inquire whether this be not a vigorous allusion to some one or two women who called down stairs after

descending Rolla, something about a pint or other familiar measure of female drink in St. Giles', for which bounty, flushed at the professional success of the rescue, he undrew his heart and purse strings. Mr. Brett, with the heir and its foster mother or proprietress, Mrs. Andrews, at length alight from a cab at the office of Mr. Cooke, the solicitor. Thereabouts, we may imagine, was first disclosed the history of the shilling retainer slipped by the gentleman into her mendicant hand; the retreat into the dimly-lighted entry; the wardship negotiation; the appointment at the same dimly-lighted entry for the following night; her conference with the dark, tall, thin woman, the gipsy, Mrs. Scott, *alias* Idle, cashier in the business, and now under imprisonment for robbery; the contract of wardship; the night appointment opposite Euston Station; the completion of the contract; the additional term somewhat irregularly imposed *pro re natâ* by the gipsy for the shawl; its pledge and redemption; the baby-linen box with the linen marks cut out (by the gentleman, of course, according to the reporters); the second inexact St. Giles' registration, "to make all right," of the heir, as Albert Farebrother; his workhouse sojourn on a particular occasion when Mrs. Andrews' tutelage happened to be suspended by an absence over which she had no control; and, in general, the touching addition made by him weekly to the Andrews' family tableau as, on Saturday nights, it would stand before the gas-flare on the gutter slope, with all the outward cleanliness and resignation which betoken the respectable memory of better days. Such were the salient touches in the extra-judicial narrative presented by the gentlemen of the daily press, not omitting the deferential courtesy which they have paid to their valued fountains of daily "copy," "Mr." Policeman Brett, with all his qualities; "Mrs." Gipsy Scott, otherwise Idle, now of Tothill Fields; and "Mrs." Beggarwoman Andrews.

Some two years before the detective exploits in St. Giles', and about the time of the stolen meetings and contract of wardship in Windmill-street, two other events occurred. Amy Georgina, *née* Burdett, wife of Richard Guinness Hill, Esq., of St. Stephen's Green, Dublin, being with child, and on her way to London at her desire to lie in there, was taken suddenly in labour. Stopping at the Globe, in Railway-terrace, Rugby, she was delivered of a boy by a surgeon of the place. The babe, when ten days old, was wrapped in a shawl, and with a box of linen was sent under a girl's care, in Hill's company, to London, to be nursed. The other event was, that two days after this birth an informant, whose signature to the Rugby register is sworn to be Richard Guinness Hill's, supplied the district registrar with particulars for an entry, giving as the date of birth the day Hill's own child was born; the sex, a boy; the father's name, "Robert Hill," the mother's, "Mary Hill, formerly Seymour;" and the description and residence of the informant, "father, 42, Railway-terrace," that being also the number in the terrace of the house known as the Globe. Now, it is enacted by the 41st section of the Act for registering Births, Deaths, and Marriages in England (6 & 7 Will. 4, c. 86), that every person who shall wilfully make or cause to be made, for the purpose of being inserted in any register of birth, death, or marriage, any false statement touching any of the particulars in the Act required to be known and registered, shall be subject to the same pains and penalties as if he were guilty of perjury. These particulars required to be known and registered are found in the form of schedule (A.) to the Act, according to which form the Registrar-General is, by the 17th section, to cause register books to be printed for making entries. Under the 41st section a charge has been laid against Hill, on the hearing of which on remand last Monday, by the magistrates at Rugby, Mr. Philbrick raised a point of great legal interest, to say nothing of its importance to the biographical stir made in the reports that used to follow but now precede the hearing of criminal accusations.

The bulk of the evidence was directed to prove, by recognition of the women, the shawl, and the box, that the gentleman and Richard Guinness Hill were one, and that the child found by Brett really was the heir to the £14,000 a-year, or rather the owner of the capital of £5,000 in possession and £9,000 in reversion, for to that more moderate garniture the narrative became sobered down at the hearing. To the admission of any of this evidence — and, indeed, of all evidence relating or subsequent to the nurse-girl's departure, as being evidence totally irrelevant to the charge of falsifying the register—the counsel of the accused made reiterated objections; and he required from the magistrates a formal decision, as it might be necessary to refer to the matter in another place. They held that the evidence was admissible, as of things incidental to the matter before the Court.

In this state of the question we need scarcely say that it is not our intention to anticipate the legal argument which will be heard in the proper place on the reception of the greatest part of the evidence which has hitherto been taken. That evidence of facts posterior to and in themselves distinct from an offence charged may be admitted is undoubted. For instance, Manning and his wife murdered O'Connor in the evening and buried him in the night; the next morning she went to his lodgings and rifled his cash box. These facts were given in evidence. The disposal of the body might certainly be regarded as a continuation of the act of murder. The robbery was incidental to the act of murder only so far as the murder was a step necessary for the accomplishment of the subsequent act—in short, so far as the two crimes were part of one plan. The same theory would apply to the trial for Mrs. Elmsley's murder, a still stronger case of the admission of evidence of subsequent facts. This, on the first impression, independently of authority, is the test by which we must try the relevancy of the evidence objected to in the Rugby case. Assuming that according to the story told by the newspapers, and on one side of the case—which, however, we beg leave to say we treat at present as only one side—Hill had been desirous of dealing with his child for any purpose of his own succession to property, which purpose required him to endeavour to obliterate all traces of the existence of this inconvenient owner of the £14,000, what would be the bearing of a false registration on the accomplishment of such an intention? If the registration of a birth were a duty made obligatory as a consequence to the birth, the London and Rugby facts might seem to hang inseparably together. But if the registration of the child Hill was a voluntary act of the father, it can scarcely be said that a false registration was more likely to obliterate traces than no registration at all. The 20th section of the Act provides only that the father or mother of every child, or in case of the death, illness, absence, or inability of the father and mother, the occupier of the house or tenement in which such child shall have been born, shall, within forty-two days next after the day of every such birth, give information, "upon being requested so to do," to the registrar, according to the best of his or her knowledge and belief, of the several particulars required by the Act to be known and registered touching the birth of such child. The district registrar who made the entry of the Hill birth has since died. There is no evidence that he requested information from Richard Guinness Hill or from any other person respecting the child born at the Globe; and as it is proved by the evidence of the superintendent registrar that the district officer was then almost past business by reason of infirmity, no presumption will arise that he did make any such request.

Whatever be the ultimate decision on the point of evidence, or, indeed, the issue of the Rugby proceedings, the facts which have come out in the course of them,

and are undisputed, will not increase public confidence in the system of registration. The object of such registration being to establish and preserve evidence, the practical working of the system is that a resident in Dublin, casually stopping at a way-side inn, may describe himself as residing at that inn, not calling it by its well-known name, but by the number which it may happen to occupy in the street or terrace. And the further practical working is, that the child registered at Rugby as a Robert Hill by its unavouched father is again registered in London in a speculative way as Albert Farebrother, by a woman who has no legally definable relation to or connection with it. Again, a district registrar verging upon three-score years and sixteen, whose infirmities are growing upon him so that he is almost past work, who has to travel round his district after his feet have failed him, who mis-spells words, inserts superfluous letters and smears out others, writes December with an *o*, and has been reported at head quarters by his superintendent for irregularities and inaccuracies in keeping the register, is continued for fifteen months longer, recording marriages, births, and deaths, though the district does not meanwhile stop that rite or its duties, or keep off the grim one who, with impartial tread, knocks at the cottages of the poor and the towers of kings. Such an exhibition of the operation of the registration system will, it may be hoped, afford ground in the next session of Parliament for overhauling it altogether, and will, in that expectation, we have no doubt, stimulate the officials themselves to set their house in better order before February.

Another fact in connection with the enforcement of the law against Richard Guinness Hill demands a brief notice. A warrant had been issued some months ago for his apprehension. He was in Brussels, living within reach of, though not conjugally with, his wife. There is no extradition treaty between this country and Belgium. Hence we have the edifying spectacle of a police contrivance, by which Mrs. Hill was to come to England as a bait to lure her husband within the jurisdiction of the detective. The bait certainly took, so that after quitting Brussels the prey found himself on the floor of the Rugby Court before he had time to change his clothes. It is not easy to understand why a convention should not be made with Belgium, similar at least to those with France and America. Not, however, that these conventions and the Acts made to give effect to them, authorise extradition for any alleged crime other than, in the case of France, murder, attempt to murder, forgery, and fraudulent bankruptcy; and, in the case of America, murder, assault with intent to commit murder, piracy, arson, robbery, forgery and utterance of forged paper. Perjury, for some reason which we are at a loss to discover, enjoys international immunity and protection. There is an equally unaccountable difference in the international estimate of crime between the one convention and the other. This subject appears to be also one to which legislative attention may be renewed, now that intercourse and facility of passage between England and other countries are so much greater than they were even in 1843, when the present conventions were made.

The Courts, Appointments, Promotions, Vacancies, &c.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Sept. 20.—*In the matter of a trader debtor summons.*—Mr. *George*, solicitor for the alleged debtor, objected that the attorney's clerk, who appeared on the other side, could not be heard.

Mr. Commissioner GOULBURN said he would once again state that he could not hear the clerk of an attorney. If there was no appearance either in person or by attorney, the summons must be dismissed.

Subsequently counsel was instructed, and the summons stood over.

Mr. Commissioner GOULBURN said he would be very glad of any suggestion from Mr. Bagley, or any other member of the bar at this court, respecting the rule to be enforced under the new statute in reference to the hearing of attorneys. It had been suggested that before the hearing of any attorney he shall be bound to produce a retainer, or some other writing, to show that he has been retained by the client as attorney in the case; also that before the hearing of an attorney's clerk in chambers he shall be bound to show that he is, in fact, the representative of a professional gentleman.

Mr. *Bagley* said the suggestions referred to were well worthy of consideration.

Mr. Philip William Lovett, Guildford, Surrey, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women, for the county of Surrey.

Recent Decisions.

HOUSE OF LORDS.

ATTESTATION OF WILL—SIGNATURE OF WITNESS.

Hindmarsh v. *Charlton*, 9 W. R. 521.

The judgment of the House of Lords in this case was directed to a technical question—the elucidation of an arbitrary rule which has been laid down by the Legislature as one of the criteria of validity to be applied to the attestation of a will. The limits of the subject are necessarily narrow; but *Hindmarsh* v. *Charlton* follows a series of antecedent decisions, a summary of which will illustrate the working of the statute, and show what kind and degree of formal observance will satisfy the requirements of the law, and what amount of departure from the letter of the rule will vitiate a testamentary instrument. The subject may be well introduced by reference to the language of Lord Cranworth, who observes that "for the security of mankind, the Legislature has thought fit to prescribe certain forms and rules which are necessary to be complied with in order to authorise a different distribution of property from that which the law would make, if there were no will. That it is reasonable that, under these circumstances, there should be some rules, no one can doubt; and these rules being established, the House, as the ultimate court of appeal, would ill discharge its duty if it listened to the suggestions of minute differences which would not meet the ordinary apprehensions of mankind, and which would necessarily or naturally lead to great discussions and litigation."

The enactment bearing on the subject is the 9th section of the Statute of Wills, 1 Vict. c. 26 (1838), by which it is declared "that no will shall be valid unless it shall be in writing, and executed in manner hereinafter mentioned; that is to say, it shall be signed at the foot or end thereof by the testator, or by some other person in his presence and by his direction, and such signature shall be made or acknowledged by the testator *in the presence of two or more witnesses present at the same time, and such witnesses shall attest and shall subscribe the will in the presence of the testator*, but no form of attestation shall be necessary."

The case before us turns solely upon what is required of the testator in relation with the two witnesses, and upon what is required of them; and it will be observed that the statute insists, first, that the testator shall "make or acknowledge" his signature "in their presence;" and second, that they shall "attest and subscribe" his will "in the presence of the testator," and declares that no will shall be valid unless these rules are complied with. The two essential requirements, therefore, are (1) the "presence" of witnesses when the testator signs or acknowledges, and (2) a "signature" by them; and on both these points a number of difficulties have occurred. We discuss here all cases turning upon the presence, in point of locality, of the witnesses, as to what amount of contiguity to, and visibility by, the testator, &c., will constitute presence in the legal sense. The law is laid down in a line of authorities, of which *Tod* v. *Winchilsea* (1826), 2 Carr. & P. 491, s. c. 3 Russ. 421, is a leading case under the old law; and *Norton* v. *Bazett* (1856), 1 D. & Sm. 259, under the new; but nothing of this kind arose in *Hindmarsh* v. *Charlton*. In this case the simple facts were that the deceased produced his alleged will to Mr. W. in the morning, and acknowledged his signature, whereupon Mr. W. signed as witness. In the

afternoon, Mr. W. being present, the will was again produced, and the signature acknowledged by the testator to him and the second witness, who there and then attested it, and signed his name. Mr. W. did not sign again; he only made a slight addition to his former signature by crossing an "F," and he also inserted a date. Here it will be observed that until the afternoon no signature, or acknowledgment of signature, by the testator in the *joint* presence of the two witnesses, such as the statute requires, had been made. Consequently Mr. W.'s signature on the morning must be held (1) to have amounted to nothing, unless (2) his acknowledgment in the afternoon of his previous signature could be held to be a sufficient signature under the statute, or (3) his mark on the letter "F" could be held to amount to a fresh signature.

1. It was decided not long after the passing of the Wills Act, *Re Byrd* (1842), 3 Curt. 117, that where a will was propounded, which had been signed by the deceased *after* the witnesses had subscribed their names, the witnesses having verified the signing by the deceased by putting their seals opposite to their signatures, the document was inadmissible. Where, on the other hand, a testatrix produced a codicil all in her own handwriting, and with her signature attached; and two witnesses, who were present at the same time, at her request, made their marks thereto, and the testatrix afterwards wrote the witnesses' names opposite their respective marks, by mistake giving to one of them a wrong surname, the will was admitted; *Re Ashmore* (1843), 3 Curt. 756. There it was considered that there was an acknowledgement under the statute, which was sufficient. The next case is perfectly reconcileable with the preceding, though it led to an opposite result. Two persons subscribed a will in the presence of L. and of each other—L. having previously, in their presence, acknowledged the said paper to be his will. The witnesses did not see L. sign his name to the paper, nor did they, at the time of subscribing their names to it, see his signature; the writing on the paper being purposely concealed from them. On the death of L. his signature was found at the end of the paper. It was held that this was *not* a valid will within the statute; for the reason that, although there was a signature, it was neither made nor acknowledged in the witnesses' presence, and *non constat* that it was not added afterwards; *Hudson* v. *Parker* (1844), 1 Rob. 14. If that had been so, the instrument would have been inadmissible. In *Brenchley* v. *Still* (1850), 1 Rob. 167, Sir H. J. Fust lays it down as perfectly clear, that if the witnesses subscribed before the deceased signed his name, there would not be a due execution. It is a necessary corollary to this, that if the witness subscribes, as in *Hindmarsh* v. *Charlton*, before the deceased makes acknowledgment of his signature, the execution is invalid.

2. The important question therefore arose, whether the acknowledgment by Mr. W. of his former signature was a sufficient attestation under the statute?

To this inquiry *Moore* v. *King* (1842), 3 Curt. 243, was in point. A testator signed a codicil in the presence of a witness, his sister, who at his desire attested and subscribed it. On the subsequent day, when his sister and another person were present, he desired her to bring him the codicil and requested the other person to attest and subscribe it, saying, whilst he pointed to his signature, "This is a codicil signed by myself and by my sister, as you see; you will oblige me if you add your signature, two witnesses being necessary." The other person then subscribed in the presence of the testator and his sister, the latter pointing to her signature and saying, "There is my signature; you had better put yours underneath." She did not, however, re-subscribe the document. This was held not to be a sufficient execution. A subsequent Privy Council case, *Foulds* v. *Jackson* (14th June, 1845), 6 Notes of Cas. supp. i., must be considered to have shaken the doctrine considerably, as to the necessity of the two witnesses being present together at the attestation. In that case it further appears that the testator endeavoured to conceal from one of the witnesses the fact that the instrument was his will. The decision must be treated as an exceptional one, particularly as in a case of *Casement* v. *Fulton* (25th July, 1845), 5 Moo. P. C. C. 130, one month afterwards, where the circumstances closely resembled those of *Moore* v. *King*, it was decided that the acknowledgment by a witness of his former separate signature on the occasion of the attestation by the second witness in the presence of the testator and the first witness, is not to be permitted. We next meet with a case of *Re Webb* (1855), 1 Deane & Sw. 1, in which, on the authority of an unreported case of *Chodwick* v. *Palmer*, Sir H. J. Fust is reported to have decided that "witnesses need not subscribe in the presence of each other;" that is to say, that the testator must either sign or acknowledge in the presence of both witnesses, and after such signature or acknowledgment both witnesses must sign, but not necessarily in each other's company. This decision, however, if it be law, has no immediate bearing on *Hindmarsh* v. *Charlton*. The remaining authority is one of *Mitchell* v. *Huffington*, decided in November, 1858, by the Irish Court of Probate. It was there held that where one of the attesting witnesses subscribes the will after the signature of the testator, but before execution in the presence of the other witness, the execution is bad, unless the first witness signs again. The judgment of the Lord Chancellor fully bears out this. He says, "An acknowledgment by the witness of his former signature is not sufficient." The option, therefore, of either signing *or* acknowledging his signature, which the law allows to the testator, is not permitted to the witness.

3. The enunciation of the above principle virtually decided the question in *Hindmarsh* v. *Charlton*. But there still remained the contention that the mark made by Mr. W. in the afternoon was equivalent to a new signature. The following authorities bear on this point, it being observed that we purposely omit all cases turning upon the circumstance of the witness *not being able* to write—which are numerous, but have no application to the present.

It has been held that where an attesting witness on re-execution traced over his signature with a dry pen, this was not a subscription, but only an acknowledgment of a former signature, and that it was insufficient under the statute; *Playne* v. *Scriven* (1849), 1 Rob. 772. It has also been held that writing the initials of witnesses is a sufficient subscription under the Act—that they are not required to write their names in full; *Re Christian* (1849), 2 Rob. 110; and even that an attestation by marks only on the part of witnesses who could write (their names having been already written in by somebody else, and there being no room between the names and the edge of the paper to have them written over again) was sufficient; *Re Amiss* (1849), 2 Rob. 116. Another case very much resembling the present was *Re Trevanion* (1850), 2 Rob. 311. An attesting witness, having already duly attested and subscribed alone, on the second execution of the will merely added the word "Bristol" at the end of her name, and wrote the name of the street in which she resided over or upon her former execution. This was held to be imperfect, and probate was refused.

In conformity with the above authorities, especially *Playne* v. *Scriven* and *Re Trevanion*, it was found impossible, both in the Court of Probate below and on appeal in the House of Lords, to support the execution of the will in *Hindmarsh* v. *Charlton*. An acknowledgment on the part of a witness of a former signature is inadmissible, and crossing the letter "F." with a pen cannot be held to amount to a fresh signature. It does not necessarily follow if, after a testator has either signed or acknowledged his signature in the presence of both witnesses, they attest his signature each in his presence, but separately, and not in the presence of the other witness, that the attestation will be bad, but it is manifestly of the greatest importance that the two witnesses should, if possible, both sign at the same time, as the omission to do so may lead to much controversy.

Correspondence.

INVESTMENTS BY TRUSTEES.—EAST INDIA STOCK.

I may add other cases to those I cited on the above subject in your impression of the 7th instant,—namely, *Re Fromow's Estate*, decided, 24th Feb. 1860, by Vice Chancellor Stuart, (8 W. R. 272,) on the authority of the *Colne Valley Case*, and *Bishop* v. *Bishop*, V.C.K., 19th April, 1861, (9 W. R. 549,) decided on the authority of *Equitable Assurance Company* v. *Fuller*. To return to B. P. A.'s queries: clearly the power of investment, where not expressly forbidden by the terms of the trust, now exists, as to both the old and the new East India Stock, and trustees will be protected who act *bonâ fide* to the best of their discretion under the power given. But the Court of Appeal in Chancery (by which I apprehend in future the other branches of the Court will be guided), has decided that it will not exercise the power (which the Court and trustees undoubtedly have), unless under very special circumstances —such, for example, as the exigences of a family at the time of the application. Even in the case of *Equitable Assurance Company* v. *Fuller*, costs were refused, and apparently L. J. Turner was opposed to granting the application which, in effect,

when before the Lords Justices, was to confirm the investment already made under order of the Court below. The proper course, then, to be taken as to the advice to be given to trustees must depend on the particular circumstances of each case, and the principles to be acted on must be extracted from the cited cases which have been before the Appeal Court: and trustees acting *bonâ fide* to the best of their discretion will be protected. G. C.

THE LAW LIST.

In the annual report of the Incorporated Law Society, published in your last Saturday's number, I see the council of the society refer to the plan for the first time adopted in this year's *Law List*, of inserting after attorneys' names published therein, all the places of business where they practise when more than one; and they say "it is expected that under the provisions of the Act, attorneys will insert those places only at which they have an office."

This naming of the different places where an attorney practises or professes to do so, is one of the most useful features of the new *Law List*, and it is with the object of making more precise the naming of these other places that attorneys enter themselves as practising at, that I suggest that in future, in the form of application for renewal of the annual certificate, attorneys should be obliged to state in cases where they practise at more than one place, (for instance) "I also have an office and practise at —— and ——," as the case may be. This would get rid of, to a great degree, attorneys putting themselves down as practising at their places of private residence, which is done in many cases at present. For instance, in the city of Bristol, I observe that some eight or nine attorneys there enter themselves as also practising at Clifton, which is a suburb of that city, not one of them having an *office* there, or being to be found there in business hours, but merely residing there, with their business offices in the city, the same as I am informed is the case with most of the Bristol attorneys, but who do not, however, profess to "practise" as such at their private residences. Round about London, Liverpool, Shrewsbury, and other places, the same thing occurs, the object being doubtless, as pointed out by another of your correspondents some time ago, to catch stray writs and legal documents. If some such plan as that suggested were adopted in future, the evil would no doubt be remedied, as no *respectable* attorney or solicitor would, I think, care to assert he had an "office" and "practised" at his private house, when, in fact, he was never known to transact any business there, but on the contrary would be only too likely to show the door to any man who came to him on an ordinary business matter there—especially if he called when my "gentleman" was enjoying his *dolce far niente* after dinner. FAIR PLAY.

GIFT, OR SETTLEMENT OF PERSONALTY.

Not having the Act for registering bills of sale at hand, would any of your practical and informed readers say whether a deed of assignment, or gift of household furniture by A. to trustees for benefit of his wife and children, would require to be registered. It would be an absolute grant. R. E. J.

The Provinces.

BRADFORD.—At the monthly meeting of the Bradford town council on Tuesday, the 17th instant, Mr. J. Rayner, the late Secretary of the Huddersfield Chamber of Commerce, was elected to the office of town clerk of Bradford, in the place of the late W. H. Hudson, Esq. There were nine other candidates, eight of whom ultimately withdrew, and the contest finally lay between Mr. Rayner and Mr William T. M'Gowan, who has filled the important position of town clerk of Liverpool for the last eight years. Both candidates having been proposed and seconded, a vote was taken, when 32 voted for Mr. Rayner and 17 for Mr. M'Gowan. Mr. Rayner was then introduced into the council-room, and the mayor informed him of his success. Mr. Rayner, in returning thanks, said that, notwithstanding the very flattering testimonials which his friends had been good enough to shower down upon him, he felt sure the council would not expect him on that occasion to be equal to the task of acknowledging in adequate terms the very high honour they had been pleased to confer upon him. He could only say that he thanked them sincerely for the honour they had done him. In undertaking an office of that sort he should, under any circumstances, feel the great responsibility of doing so, but under present circumstances he felt it more especially in having to succeed a gentleman so able, worthy, and well qualified in all respects as their late lamented town clerk. He could only assure them that it would be his endeavour to tread in his footsteps. It might perhaps be too much to expect that he should ever stand so high in the estimation of the town council as the late town clerk did; but the fact of his having so brilliant an example before him would perhaps enable him to attain to a higher degree of excellence than he otherwise should. The duties and salary of the office were fixed to commence on the 1st of October next. The salary is £800 per annum.

Foreign Tribunals and Jurisprudence.

FRANCE.

In your number of the 29th of June last, you mention as affecting the wills of British subjects dying in France, a decision of the Imperial Court of Paris, on the will of Miss Kelly. I do not wonder at your taking notice of that judgment, as it must have appeared very strange to you that the rights of the executor should have been so entirely set aside. But your astonishment will cease when you hear, that as appears clearly by the argument in the judgment, the Court was entirely in the dark as to the nature of an executor by the law of England, and his right to the residue of the property. The Court argued on the supposition, which nobody took any pains to combat, that an executor in England was in the same position as one under the law of France, which gives him no right to the residue of the property. Feeling curious on the subject, and desirous of ascertaining the correctness of my impression, I inquired of the counsel who had appeared for the executor, whether he had been instructed as to the right of the executor under the law of England; and he informed me he had not been, and that if the Court had had evidence to that effect, no doubt the judgment would have been different. There is certainly every probability that it would, but assuming the ground which the Court took, the judgment was undoubtedly correct; nobody substantiating against the Crown a right to the residue. It is the more to be regretted that the counsel for the executor had not correct information upon the subject, as there is now, I am afraid, no means of setting matters right, at least in the ordinary course of things, as proceedings in error in the Court of Cassation lie only when the error is on a point of law, and the Court of Cassation has generally till now looked upon questions of foreign law as facts upon which the judgment of the Imperial Court was conclusive.

A case relative to the wills of the late Lord Henry Seymour was recently submitted to the Civil Tribunal. By a will made the 19th of June, 1856, he "gave and bequeathed to Frederick Seymour 200,000f, and in the event of his death to his eldest daughter, Mary Seymour," and all his property not otherwise specified to the hospitals of London and Paris. He made another will, dated the 22nd of June, 1858, which was almost the literal reproduction of the first one, but which made no mention of the bequest to Frederick Seymour or his daughter. Mr. Frederick Seymour being dead, his daughter, now Mrs. Biddulph, and her husband, recently brought an action against the executors of the deceased nobleman, and also against the hospitals of Paris and London, his residuary legatees, to obtain payment of the 200,000f, and they based it on the ground that, as the legacy was not expressly revoked in the second will, it must take effect. But on the part of the hospitals counsel contended that the omission must by law be held to prove that the testator did not mean to make the legacy; and besides, they stated that he had left a written declaration to the effect that he annulled all bequests made previously to the 22nd of June, 1858. The Tribunal decided that the suit of Mr. and Mrs. Biddulph must be dismissed with costs.

A decision of some interest to foreigners was lately given by the Imperial Court at Paris. A foreign lady, named De Saldanha, purchased in 1858 from an upholsterer of the name of Lemoine a quantity of furniture of the value of 3,125f.; and as eighteen months after she had not paid, he brought an action against her. She endeavoured to delay judgment as

long as possible, and then, when she could do so no more, she represented that all the proceedings were of no legal value, inasmuch as she was married to a Brazilian, residing at San Jos, in Brazil, and that consequently the action ought to have been brought against her husband as well as herself. The Imperial Court was yesterday called on to say whether this pretension was good in law. The Court held that it was not, for the reasons that the woman, as a foreigner, could not claim a privilege of being a *feme covert*, which is reserved for French married women by the Code Napoleon.

The Civil Tribunal of the Seine recently gave a decision of importance to foreigners residing in France, and the more so as it is in direct opposition to what has been hitherto supposed the law of the land. M. Muhlschovein, a tailor, carrying on business in Paris, sued a person named Pfnor, also a foreigner for the sum of 454f., for goods delivered. The defendant declined the competence of the Tribunal to decide in a suit between two foreigners, and also demanded that the plaintiff should be called on to give security for the costs of the Court. After hearing counsel, the Tribunal decided that no principle of public order prevented French tribunals, when their competence is accepted by both parties, from deciding suits arising from a contract between foreigners residing and trading in France; that if one of the parties declined the competence of the French judges it is for the latter to decide whether he has not implicitly renounced the right to take such exception by having abandoned his original domicile, in establishing himself in business in France, or by having no other domicile or residence; and that in the present case there had evidently been such renunciation. With respect to the demand for security, *judicatum solvi*, the Tribunal decided that it was only available for a French defendant in a suit brought against him by a foreigner; and that Pfnor's demand was, therefore, inadmissable. For these reasons the Tribunal declared itself competent, ordered the case to be heard on its merits, and condemned Pfnor to pay the expenses arising from the incident.

The Civil Tribunal of the Seine, on the 8th inst., decided a case of some importance to lessees. M. Chevreuil, three years since, took a house at St. Mandé, belonging to three brothers named Tuvillon. The lease was for three, six, or nine years, and contained the following clause:—"It is agreed that in case the lessors or lessee may wish to put an end to the lease six months' notice shall be given." On the 14th of November last, at the expiration of one of the periods, one of the brothers gave M. Chevreuil notice to leave on the 14th of May following. The lessee disputed the right of one lessor to cancel a lease made by three; but the *juge de paix* decided that the lease must be considered void, since it required the consent of all three to continue. M. Chevreuil appealed against that decision, and the Tribunal, after hearing counsel on both sides, decided that the lease is valid for the whole nine years, unless the three brothers give joint notice of their intention to put an end to it.

Societies and Institutions.

INCORPORATED LAW SOCIETY.

(*Continued from p. 768.*)

VI. Chancery Funds Commission.

The president of the society some months ago received a communication from the Chancellor of the Exchequer, stating that his attention had been directed by important public considerations to the state of the stocks and funds of the suitors in chancery; and as the association has taken a great interest in the subject, the Chancellor of the Exchequer requested to see the president on that subject.

The president reported that he had attended the Chancellor of the Exchequer, when the Chancellor expressed his approval of the concentration of the law courts and offices, and adverted to the consequent charge upon the finances of the country, and to the duty which devolved on him, as financial minister, of inquiring into the Accountant-General's mode of keeping the accounts of the funds in the Court of Chancery, and the course of proceeding in the Accountant-General's office on the investment, transfer, and sale of cash and stock belonging to the suitors, and into the means of preventing loss to the suitors by an improvement in the mode of dealing with cash in court not invested at the instance of suitors, and generally into the system of conducting the business of the office; and he desired to know whether he might rely on the earnest support of the profession of solicitors, of whom he considered the Council of this society substantially the representatives, in any attempt to effect the improvements advocated by the witnesses who had given evidence before the Concentration of Courts Commission.

The president further reported that he had referred the Chancellor of the Exchequer to the reports of the committee of this society of the 2nd December, 1851, and 2nd July, 1857, and had stated to him the deep interest which this Council took in the measure for the concentration of the courts recommended by the report of the commissioners; and that if they could be assured that the fund there referred to would be applied to the accomplishment of that object, and that the advantages to be derived from the changes contemplated would enure for the benefit of the suitors, he might rely on the cordial and zealous co-operation and support of the Council, and through them of the profession, and that the Chancellor of the Exchequer fully assented to the propriety and reasonableness of the conditions.

The Council therefore approved of the assurance given by the president to the Chancellor of the Exchequer.

A royal commission has since been issued to inquire into the constitution of the Accountant-General's department of the Court of Chancery, the forms of business in use therein, and the provisions for the custody and management of the stocks and funds of the court, and to suggest improvements in the said matters, with especial view to the advantage of the suitors, and the safety, convenience, economy, and despatch in the transaction of the business of the court. One of the members of the Council has been appointed a commissioner.

The Council have received a special application from the commissioners, requesting them to procure, either from such individual members of the society as may be willing to assist the commission, or from a sub-committee of the society, an expression of their opinion in reference to the matters of complaint alleged to exist in connection with the Accountant-General's department, and the best modes of remedying the same.

The Council have accordingly requested their equity committee to consider and report on the subject, and the committee have held several meetings, and have applied to a considerable number of eminent practitioners, to whom they transmitted a copy of a letter which they had received from the commissioners, together with the printed statements referred to in it, and requested them to favour the council with such information and suggestions as might appear likely to forward the objects of the commission. It is expected that the committee will soon be enabled to make their report. [The report has been published, and will be found *ante* p. 728.]

VII. Usages of the Profession.

During the past year several questions of conveyancing practice have been submitted to the Council, particularly relating to the preparation of conveyances by the vendor's solicitors; the charges for producing deeds and making copies, under a covenant for such production; the preparation of deeds of appointment and marriage settlements; the expense of perusing deeds of covenant when there are several lots; and the charge of the solicitor of a trustee for receiving the notice of an incumbrance and communicating it to his client. The opinions on these and other matters have been entered in the usage book kept in the secretary's office.

VIII. Probate Court.

By a treasury minute issued on the 16th of March last it is provided:—[The provisions and bearing on the profession of this treasury minute are stated and commented on *ante* p. 484.]

The Council, in stating the scope of this treasury minute, feel called upon to observe, that the permission granted and salaries allowed to district registrars to assist strangers in preparing the forms required for probates and letters of administration is highly objectionable in principle, and at variance with the practice of all the superior courts. The district registrars exercise judicial functions in granting probates and administrations, and it is their duty carefully to examine the documents which are brought to them in support of the applications on which they have to decide. It is manifestly inconsistent with this duty that they should act as agents or solicitors for the parties. Neither in the courts of law or equity do the officers of the court prepare, or assist the parties who sue in person in preparing, the writs or other

process on which the official seal is to be affixed. Where a proctor or solicitor is employed, and who is personally acquainted with the parties, there is some security against fraudulent conduct; whilst, under this new regulation, the papers on which the registrar has to exercise his discretion will be prepared by his own clerks, to whom the applicants will be strangers. It appears to the Council, therefore, that this alteration is dangerous to the public, and needlessly injurious to the regular practitioner.

The 26th section of the Attorney's Act prohibits persons from practising in any wise as a proctor, in or with respect to any proceeding in the Court of Probate, without being duly qualified. The Council were informed by solicitors in different parts of the country that it was the practice of clergymen who had formerly been surrogates to act as agents for proctors, in taking out probates and letters of administration, and that they obtained a large part of this branch of professional business, and participated in the profits, contrary to the provisions of the statute.

The Council of the society felt it due to the proctors complained of to acquaint them with the allegations made, and to give them an opportunity of correcting any inaccuracy in the statements which had been laid before the society.

The proctors, not being aware of the illegality of the practice, laid a case before an eminent counsel, who gave an opinion adverse to the proctors, which they candidly communicated to the society.

IX. Unqualified Practitioners.

The attention of the Council was called to a statement in a work on the practice of the Judicial Committee of the Privy Council, to the effect that the solicitor or agent in an appeal before the Judicial Committee is not necessarily a solicitor or attorney of any of the superior courts at Westminster, and that there *seemed to be no special qualification required*, and an application was thereupon made to the registrar of the Judicial Committee for information on the subject.

The registrar replied, that "by the practice of the Privy Council it is competent to practitioners *duly qualified* in the several dependencies of the Crown from which appeals are brought before her Majesty in council, to conduct on either side such appeals from the courts to which these practitioners respectively belong."

Numerous complaints are made against house agents, accountants, and persons who have been clerks in solicitors' offices, for preparing conveyancing and other legal instruments.

The Council are not authorised to sue unqualified persons for penalties for acting in these matters. Such prosecutions can only be instituted in the name of the Attorney-General by the Solicitor of Inland Revenue, but the Council are accustomed to authorise their secretary to assist in bringing these cases before the Commissioners of Inland Revenue. The solicitor requires, in each case, a clear statement of the evidence that can be adduced to support the prosecution. No penalties, however, can be recovered after the lapse of two years from the date of the instrument.

The 44th Geo. 3, c. 98, s. 14, prohibits unqualified persons from preparing deeds relating to real or personal property, but excepts from the prohibition "the drawing or preparing any will, or other testamentary papers, or any agreement not under seal, or any letter of attorney."

In one instance a patent agent had drawn and engrossed an assignment of a share in a patent, for which he made the usual professional charges. It appeared that he was extensively engaged in similar transactions, and the Council submitted to the commissioners that this was a fit case for prosecution. Proceedings were accordingly instituted, and a penalty inflicted.

Information has also been received of attempts of debt-collecting offices and others to encroach on the province of the regular practitioners in the recovery of debts by action, and the conducting of other legal business. The attention of the Council has been very frequently called to instances of irregular conduct in such cases, but they have not yet had before them any case in which any efficient step could be taken to put an end to the irregularities.

In one instance the officer or clerk of an association threatened that he would take legal measures if the debt were not paid; but this was not punishable for several reasons. It was not a proceeding in any court; the expression "legal measures" did not necessarily mean bringing an action; and the intimation might mean that legal measures would be taken through a regular practitioner.

The Council are of opinion that if county court judges and magistrates would refuse to recognise any but regular practitioners great benefit would result to the public. The judges of the county courts, in the exercise of their discretion, sometimes think proper to allow agents who are not attorneys to appear before them, and allow them costs out of pocket.

The Council have also received from one of their correspondents a prospectus of a "Legal and Mercantile Advice Office," proposing to prepare various deeds as well as to give advice on very moderate terms. If deeds should be actually drawn and the charges for them paid, these unqualified persons will be liable to prosecution for penalties, but the mere offer to transact business of course does not subject them to any proceedings.

Papers have also been sent to them relating to a publication, called "Mercantile Test," and they have frequently received objections to the publication of the names of persons against whom warrants of attorney, bills of sale, and judges' orders have been registered; but in the present state of the law and practice they are unable effectually to interfere.

Complaints have also been made of persons acting as clerks to attorneys in the county courts and before magistrates in petty sessions, but there is nothing in the County Courts' Act to prevent the judge from allowing the clerk of an attorney to appear for a party, and there seems no objection to a *bonâ fide* clerk appearing for his principal on such occasions. Indeed, in many instances, the practice is a great convenience to the attorney, who may be unable personally to attend the court. The grievance which has frequently been complained of is that unqualified persons, assuming, to act as the clerks of attorneys without due authority, are in some of the courts permitted to appear. In proceedings in the police courts in the metropolitan district, besides hearing barristers and solicitors, the magistrates relax the general rule, and hear clerks to solicitors whom they know, or a solicitors' clerk who brings a letter from the principal requesting that he may be allowed to conduct the particular case in question; and the magistrates make it a rule to exclude from practising before them certain persons who they know are not qualified, and are not the *bonâ fide* clerks of solicitors.

X. Cases of Malpractice.

Numerous cases of alleged malpractice have been brought under consideration during the last year, in some of which the complaining parties had an obvious remedy by summary application to the court or a judge to compel an account and a taxation of costs, or by an action to obtain damages for neglect; but where there existed no fraud or gross malpractice, an application to strike the accused off the roll could not be maintained. In other cases the evidence in support of the charge has, upon investigation, not been deemed sufficient.

In one case a rule was obtained and ultimately made absolute, at the instance of the society, against an attorney who had committed several breaches of trust by appropriating moneys entrusted to him to invest on mortgage to his own purposes, in speculations in which he was engaged.

A considerable proportion of the complaints which are investigated relate to the highly objectionable practice prevailing amongst a low class of attorneys, of allowing their names to be used by unqualified persons in conducting legal proceedings.

There appears to be no doubt that in many of these cases the attorney is paid for the use of his name, or allows the unqualified person to participate of the profits of the business; but it rarely happens that sufficient evidence of these illegal proceedings can be obtained.

It is essential, in applications to strike an attorney off the roll, that there should be no unreasonable delay. In some instances which came before the Council the complaining parties have neglected to bring the matter forward in time.

Some important questions have arisen as to the sufficiency of service under articles of clerkship where the attorney has more than one place of business, and where the clerk has the management of a branch office at a distance from the attorney's usual residence. The statutes and rules of court require that the clerk should serve the full term of his articles *at the office where the attorney carries on his business*. Cases have arisen in which the clerk, from his local connections, has, in fact, established the practice and induced the attorney to allow him a salary during the clerkship proportioned to the profits of the busines introduced into the office. This is not considered a service within the terms of the statute.

The attention of the Council has been called to advertisements from attorneys, which from time to time appear in the newspapers, and seem designed to obtained professional employment for the advertisers in a very objectionable manner. Amongst others, they have observed offers to discount bills and notes.

The Council are now empowered, by the 26th section of the Attorneys' Act, to prosecute persons who act wrongfully as attorneys. This enactment has probably operated in preventing infringements of the law; for at present it has become necessary only in one case to put this clause in force against a person, formerly an attorney's clerk, who had opened an office and used the name of an attorney without his knowledge or authority. In this case a rule *nisi* was obtained, as for a contempt of court, and the matter has been referred to one of the masters of the Court of Exchequer. Under this section the society may institute proceedings against attorneys practising without annual certificates; but, in such cases, it is necessary that sufficient evidence be previously submitted to the Attorney-General for his sanction to the proceeding. The penalties recovered are to be paid to the Treasury.

A considerable number of applications to renew or take out annual certificates have come before the Council, either on a term's notice or specially on short notice by leave of the judge. The affidavits in support of these applications are referred by the judges to the Council, in order that care may be taken to inquire into the respectability of the parties, and to ascertain whether any arrears of duty be payable, or whether the applicants should be examined, if they have long ceased to practice.

XI. New Rules and Orders, and other Practical Matters.

[A list is here given of the new rules and orders from the 23rd of August, 1860, to 16th April, 1861.]

Complaints have been renewed of delay in the taxation of costs in chancery owing to the pressure of business in the masters's offices.

The Council have referred the matter to the consideration of their Equity Committee.

The inadequacy of the scale of allowance for costs of prosecutions at the assizes and the sessions has again been brought under notice. The Council are informed that the matter is under the consideration of the Government; and it will be expedient for the provincial law societies to communicate directly with the Home Secretary on the subject.

XII. Privileges claimed by Counsel.

The Council reprint here the correspondence between themselves and Mr. Huddleston, Q.C., in November last, which will be found *antè* pp. 61, 62.

It was very far indeed from the wish or intention of the Council to invade or weaken the just privilege of counsel "established for the benefit of the client;" but they felt it to be their duty to Mr. Clutterbuck to give him an opportunity of vindicating his character, and that it was due, alike to Mr. Clutterbuck and to Mr. Huddleston, to ascertain that the facts had been accurately stated by the former, and to give the latter an opportunity of correcting them, if inaccurate; and they indulged the hope that if Mr. Huddleston could not deny the facts, he would have felt it not unbecoming his position as a barrister, or his honour as a gentleman, to express, spontaneously, his regret that, misled as to the facts, he had been betrayed by his zeal as an advocate into a course which, on reflection, he could not justify. Mr. Huddleston did not think fit to pursue this course, and the Council feel called upon to remark, that it is not, in their opinion, within a legitimate exercise of the privileges of counsel to make statements injurious to the character of professional men, which *they know* do not admit of proof, and which the accused is not at the time permitted to disprove.

XIII. General Affairs of the Society.

The auditor's report of the receipts and payments of the year, and the debts and assets of the society, has been, as usual, open for inspection since the 15th April last, in the secretary's office, in accordance with the bye law.

It is satisfactory to state that since the audit, which extended to the 31st December, the Council have paid £800 out of the surplus income as the final balance due for the new building, and have also paid out of such surplus another £800 towards the discharge of the loan raised on account of the building.

It will be seen by the auditors' report that credit has been given for the registration fees received to the end of last year. Under the 20th section of the Act a yearly account of these fees and the application thereof is to be rendered to the judges, and a copy open for inspection at the hall of the society. The receipts of these fees commenced on the 16th November last, and the account will of course be made up to that day in the present year.

The courses of conveyancing lectures, by Mr. Frederick J. Turner; of equity lectures, by Mr. Hemming; and of common law lectures, by Mr. F. Meadows White, have been concluded, and it will be the duty of the council to elect other gentlemen to the vacant lectureships. The lectures during the last season were attended by numerous members of this society, and by 213 subscribers.

Since the last meeting the society has been favoured with valuable donations of books from Mr. W. Baker, Mr. Bilton, Mr. B. Blundell, Mr. T. Boodle, Mr. W. D. Cooper, Mr. J. W. Davis, Mr. C. W. Dilke, Mr. W. Harris, Mr. O. B. Harrison, Mr. S. W. Hunter, Mr. E. Lawrance, jun., Mr. M. Montagu, Mr. H. G. Prichard, Mr. Rickman, Mr. C. Rivington, Mr. John Stow, and from the Law Society Club.

The further publications of Her Majesty's Commissioners of Patents, and several additional contributions from the Colonial Office of the Acts and Ordinances of the Colonies of the Empire have also been received.

The following solicitors and parliamentary agents engaged in promoting local, personal, and private Acts, have kindly presented copies of their Acts—namely, Messrs. Bircham and Co., Mr. M. Brown, Mr. Bryden, Messrs. Burchell, Messrs. Connell and Hope, Messrs. Deans and Rogers, Messrs. Dodd and Greig, Messrs. Dorrington and Co., Messrs. Durnford and Co., Messrs. Dyson and Co., Messrs. Edwards and Co., Messrs. Fearon and Co., Mr. Gale, Messrs. Grahame and Co., Messrs. Gregory and Co., Messrs. Holmes and Co., Messrs. Hunt and Co., Messrs. Johnston and Co., Mr. Kingdon, Messrs. Loch and Maclaurin, Messrs. Maitland and Graham, Mr. Manning, Messrs. Marriott and Jordan, Messrs. Marchant and Pead, Mr. F. Martin, Messrs. Muggeridge and Bell, Mr. Newall, Messrs. Paine and Layton, Mr. Porter, Messrs. Toogood and Co., Messrs. Robertson and Co., Messrs. Walmisley and Son, and Mr. Wyatt.

It is trusted that other solicitors will make similar contributions towards the completion of this department of the library.

The Council have been enabled, by the kind assistance of Mr. Salt, the banker, to make a large and very valuable addition to the collection of private Acts, and in exchange have supplied him with such duplicates as they could spare.

Mr. Salt states that he has completed the task in which he has been engaged, in providing the British Museum with all the private Acts that could be obtained, for the purpose of making up their set; and having prevailed upon the trustees to hand over to him in exchange all the duplicates they had in the time of Queen Anne and George I., he has supplied the Council with a large collection of these Acts. In prosecuting his researches for the British Museum he availed himself of the stores of every law bookseller in London, including the large stock of Messrs. Stevens & Norton, whose collection had been accumulating for nearly a century. The society's series of private Acts is carefully arranged, and it appears that there is no other good collection of them, except at the British Museum.

Besides the above important additions to the library, the Council have availed themselves of the recent sale of the library of the College of Advocates at Doctors'-commons, and have purchased many rare, ancient, and valuable works on Roman, Ecclesiastical and Civil Law, with those published by the Parker Society, and other learned and classical publications. They have also recently purchased the last edition of the Encyclopædia Britannica, and other books of reference.

The purchase of new legal works during the year has been very considerable, and these, added to the donations, have increased the collection by 777 volumes, making in the whole 16,161.

It has been suggested to the Council, that the extension of the general education of gentlemen intending to enter this branch of the profession under the provisions of the new statute, should induce an enlargement of the classical and literary department of the library, but the Council at present feel reluctant to invest any considerable sum in the purchase of this class of works until they have reduced the debt incurred for the new building, and it has therefore been proposed to form a separate subscription, to which such of the members as approve of the measure are invited to contribute.

It has become the painful duty of the Council to record the loss of their valued friend and colleague Mr. Gregory. Intimately associated with him during many years they have enjoyed more than ordinary opportunities of estimating the worth of his character, and bear cordial testimony to the uniform ability, knowledge, and courtesy, with which he discharged his duties whilst president of the society and as a member of the Council.

At the last annual general meeting there were 1,771 members, and during the current year 86 new members have been elected, making in all 1,858, from which number 56 are to be deducted in consequence of deaths, retirements, and other causes, leaving at the present time 1,802, of whom 1,370 are town and 432 country members.

The Council have had under consideration the expediency of inviting the members of the society to social meetings in the library and hall, but as it appeared that the object could not be carried into effect without a more considerable expenditure of the society's funds than the Council felt justified in appropriating on their own responsibility, it was resolved that the subject be specially brought under the notice of the members at this general meeting with a view to eliciting their opinions and wishes.

(Signed)

WM. STRICKLAND COOKSON, President.

The National Association for the Promotion of Social Science.

THE ADMIRALTY COURT.

At the recent meeting at Dublin of the above association, Mr. B. C. Lloyd read the following very interesting paper:—

The president of this section, in his luminous and excellent address, has already called the attention of the society to the expediency of having a perfect assimilation of the laws, as well as of procedure, in the Courts of England and Ireland. This opinion is one that is daily gaining ground, and we may hope the time is not distant when in every Bill of a national character that shall be introduced into Parliament the word Ireland will be found placed after that of England. The increased intercourse and facility for the transaction of business which such a state of things would bring about would be the true mode of cementing the union between the two countries, which would then rest for its support not upon standing armies, but in a community of interest in that happy constitution under which we have the privilege to live. But there is one branch of our judicial system to which the remarks upon the subject of assimilation are peculiarly applicable—that is, the Court of Admiralty. This is, in fact, the Court of Commerce of the country. Great improvements of late years, and particularly in the last session, have been made in the jurisdiction and procedure of the Court of Admiralty in England; and except a similar constitution be given to the Court of Admiralty here, the result must be very injurious to the interests of commerce in Ireland. This is a subject that affects not only the merchant in Ireland, but the merchant in England, and the merchants all over the world. The number of British and foreign ships that enter the ports of Ireland has of late years been greatly on the increase. In 1854 the number of English ships that entered the ports of Ireland was 881, and of foreign ships 621; while in 1859 the number of English ships was 1,168, and of foreign ships 1,066; and the intermediate years show the increase to have been gradual. There is every reason to believe that the trade with France, which at present is considerable, will be greatly increased by the new tariff. Now, suppose the owner or master of an English or foreign ship coming into an English port, were to find that for any particular grievance he can obtain redress in a summary and inexpensive form, while in an Irish port he finds that for a similar matter, either the Court here has no jurisdiction at all to entertain the complaint, or else that the exercise of its jurisdiction is so clogged with an expensive and continous machinery as to amount to a denial of justice. The result cannot but be injurious to the interests of commerce in Ireland. I happen to know that there is at present a memorial before the Government by the merchants of Cork, complaining that they have not the same advantages as England for breach of duty or contract on the part of the master or owner of foreign ships. A foreign ship lately arrived in Queenstown with a cargo of wheat, and by the charter-party the master was directed to take the cargo into whatever port he should be directed. He was ordered to go to Yarmouth. He refused to go, and sold part of the cargo, paid his freight, put another captain on board, and made his escape. The Court of Admiralty in this country could give no relief; and as to an action in a court of common law, the vessel might be in the most distant part of the globe before its process could avail. Whereas in England, by the 6th section of the new Act, a fiat could be at once obtained for the arrest of the vessel, and thus the captain would be made to perform his contract. For a long time the jurisdiction of the Courts of Admiralty in both countries was the same. In very early times they exercised a greater jurisdiction, but owing to the jealousy of the courts of law, this jurisdiction was considerably abridged, for these courts maintained that if any part of the contract was to be performed on land, the case came within their jurisdiction, and they issued prohibitions against the proceedings in the Court of Admiralty. They made an exception in the cases of trials by seamen for their wages, from the necessity of the case, as they admitted the seaman could not be kept in this country to attend from term to term to recover his wages in a court of common law. At last, in the year 1632, upon a petition of the merchants of London, an act of the Privy Council, signed by the twelve judges, was obtained, setting forth the cases in which their prohibitions were not to issue. This act of the council was observed from time to time, but in the troubled times that followed it was suppressed, on the pretext that it was an act of prerogative prejudicial to the common law and the liberty of the subject. Afterwards, on the Restoration, another petition was presented by upwards of one hundred of the merchants of London, for a renewal of the powers of the Court, and referring to the acts of the Privy Council; a Bill was in consequence introduced into the Lords, which, had it passed, which was not the case, would have placed the Court of Admiralty in almost the same condition as it has been placed by the Act of the last session. Thus, it required the lapse of two centuries to get over existing prejudices and to pass the Act for England, which received the Royal assent in the month of June last. But in Ireland nothing has ever been done by the Legislature, except upon the address of the House of Commons a royal commission issued to inquire into the state of the Admiralty Court in Ireland; a report was made in 1829, but nothing has been done; but by the 8th article of the Act of Union, which enacts "That from and after the Union there shall remain in Ireland an Instance Court of Admiralty for the determination of causes civil and maritime only." That is a court as distinguished from a prize court. The only other enactment is a clause which has been inserted into the recent Probate Act, which gives to the Crown, whenever a vacancy shall occur in the Court of Admiralty, the power to annex it to the Court of Probate under the same judge. I have no hesitation in saying that the latter enactment is a step in the wrong direction; for, besides the heterogenous nature of the business of those courts, the whole value of the Court of Admiralty consists in its being a court open all the year round, and exclusively devoted to marine matters, so as to be able to afford redress in the most summary and inexpensive form. This is very quaintly put by Sir Lincoln Jenkins, who was judge of the Court of Admiralty in the reign of Charles the Second, in his argument before the committee of the House of Lords on the occasion of the introduction of the Bill I have already referred to. He says—"We are yet left the form of a Court of Admiralty, and are bound by it to proceed not only *de die in diem*, or as summary as a judgment *de jure gentium* can be, but from tide to tide. It is the ancient style of the Admiralty and not without reason, for there is not one case in ten before the Court but some of the parties and witnesses in it are pressing to go to sea with the next tide; and the mariners had better lose the wages of a whole voyage than not go off the next that offers itself." Now if the duties of this court are annexed to another, the value of the Court of Admiralty as a court of instance is greatly diminished; for the master and crew, who are perhaps bound for another voyage to a different merchant, may not be able to wait until the termination of some other business in which the Court of Probate may be engaged. It is for this reason that in most mercantile countries there is a separate court for marine affairs. In France there is the Tribunal of Commerce, exclusively devoted to this subject, and where immediate redress can be had. In Ireland the jurisdiction remains as in former times, and is confined to cases of salvage, collision of vessels at sea, bottomry bonds, suits for seamen's wages, suits for materials supplied to the vessels, and suits of possession—that is, where there are part-owners in a vessel, and they quarrel amongst themselves, or differ as to the employment of the ship. All that the Court of Admiralty in Ireland can do in this last case is to arrest the vessel until security is given to the dissentient party for the return of the ship. But such quarrels are very injurious to commerce, and prevent the healthy working of the ship. To remedy it a most important clause has been introduced in England by the 8th section of the Act of last session, which enacts "that the

Court of Admiralty shall have jurisdiction to decide all questions arising between the co-owners, or any of them, touching the ownership, possession, employment, and earnings of any ship registered in any part of England or Wales, or any share thereof, and may settle all accounts outstanding and unsettled between the parties in relation thereto, and may direct the said ship, or any part thereof, to be sold." By this section the Court in England, if it should fail by other means to settle the disputes between the co-owners, has the power to direct the ship, or any share of it, to be sold, so that it may pass into new hands, and the healthy working of the ship be restored. But this enactment is defective in not giving to masters and owners a reciprocal right against the merchant to recover their freight and demurrage. I know of one case in which the master of a French vessel, in order to recover his demurrage, proceeded in the Court of Admiralty, and finding he could get no relief there from want of jurisdiction in the court, he had to go into a court of common law. It was eighteen months before he succeeded in getting a verdict, and then at a cost that left him worse than before. In such cases the Court of Admiralty should have power to issue a monition against the merchant, and compel him to show cause why the freight or demurrage should not be paid. I have been informed by Mons. Burgraff, the intelligent French Consul residing here, that the want of power to give relief by the Court of Admiralty is loudly complained of by the owners and captains of French vessels, who complain of the difficulty they experience in recovering demurrage. The next matter related to proceedings in the Court of Admiralty, and the mode of taking evidence. That must be done *in scriptis* by written interrogatories exhibited to the witness, which is in all cases a very defective mode of arriving at the truth, and even where the impugnant does not appear, the promovant must still prove his case *in scriptis*, and establish each material fact by the evidence of two witnesses. Whereas, the judge should have the power, where the impugnant will not appear, or answer the case made against him, to allow judgment to be entered against him by default, according to the practice of other courts. I ought to mention here, what is very creditable to the proctors practising in this court, that they in almost all cases enter into a consent to have the case heard by a *viva voce* examination of the witnesses in open court. When this is done, a cause can be heard and adjudicated upon in this court in a very few days. But then it is not always practicable to obtain such consent, and the proceedings of the court should not be dependent upon the good feelings of the practitioners. In fact, as Sir Lincoln Jenkins has two centuries ago observed, owners of vessels should then be enabled to recover their freight, and merchants their demurrage; and charter-parties, which are only calculated for sea affairs, should be interpreted and adjudged by the sea laws, and according to the style of the court; not from term to term, but from day to day, and tide to tide, all the year round. If all this cannot be accomplished, I trust, at all events, the court here will not be left in its present condition, so injurious to the interests of commerce; but that the benefits of the Act passed for the improvement of the court in England will, through the intervention of this society, be shortly extended to Ireland.

Public Companies.

REPORTS AND MEETINGS.

CALEDONIAN RAILWAY.

At the half-yearly meeting of this company, held on the 10th instant, a dividend at the rate of £5 per cent. was declared for the past half-year.

EAST ANGLIAN RAILWAY.

At the half-yearly meeting of this company, held on the 6th instant, a dividend on the B. stock at the rate of £6 per cent. per annum, and on the C. stock at the rate of 4 per cent. per annum, was declared for the past half-year.

GLASGOW AND SOUTH-WESTERN RAILWAY.

At the half-yearly meeting of this company, held on the 4th instant, a dividend at the rate of £5 per cent. per annum was declared for the past half-year.

GREAT NORTH OF SCOTLAND RAILWAY.

At the half-yearly meeting of this company, held on the 20th instant, dividends were declared at the rate of £7 per cent. per annum on the preference and original stock of the company. The dividend on the 4½ per cent. preference shares was also declared.

SCOTTISH NORTH-EASTERN RAILWAY.

At the half-yearly meeting of this company, held on the 5th instant, the following dividends were declared:—The dividends on the 3½ per cent., 6 per cent., and 7 per cent. preference stocks; ½ per cent. per annum on the Aberdeen ordinary stock; and at the rate of 4¾ per cent. per annum on the Scottish Midland original stock.

SHROPSHIRE UNION RAILWAY.

At the half-yearly meeting of this company, held on the 7th instant, a dividend at the rate of £1 17s. 6d. per cent. was declared.

BANKRUPTCY AND INSOLVENCY.—The last returns made respecting the judicial proceedings of the year 1860 show of what small amount the mass of the bankruptcy and insolvency cases are, and how ill able to bear an expensive system of administration. About a thousand bankrupts had their balance-sheets passed in the course of the year, and in 866 instances the debts owing by the bankrupt were under £5,000, in 398 under £1,000; dividends were made in 968 cases, and in 562 of them the dividend was under 2s. 6d. In the Insolvent Debtors' Court 5,817 schedules were filed in the year, and in 5,184 instances the debts owing by the insolvents were under £1,000; dividends were made in 701 cases, and in 593 of them the dividend was under 2s. 6d. The returns of the Bankruptcy Court state that the sum realised for administration by that court in the year was £1,080,656, and the charges amounted to £329,440, or £30 9s. 8d. per cent. The official assignee took £45,459; the solicitors, £127,690; the court for its percentage, £26,566; the "messengers," £28,195; brokers, auctioneers, and accountants, £23,598; the bankrupt's allowance and excepted articles amounted to £31,265, and £9,497 was allowed for their accountants, and "other charges," including charges for carrying on trade, took £37,170. The Insolvent Debtors' Court realised £55,952 for administration, and the expenses of administration were £11,963, or £21 7s. 7d. per cent.

The number of persons committed for trial in 1860 on charges too serious for the magistrates to dispose of summarily was—in England, 17 per cent. less than it had been five years previously; in Scotland, 11 per cent. less, and in Ireland 24 per cent. The year's list of committals for murder and attempts to murder or to maim was more numerous in Ireland (in proportion to the population) than in England, being 105 against 283, but the convictions were far more numerous in England—163 against 33. For all offences together convictions in England and Scotland were about 75 per cent. of the committals in Ireland only 55. The feuds, faction fights, and quarrels of Ireland make their mark in the criminal tables; 560 persons were committed for riot or breach of the peace in 1860, and 154 for rescue or refusing to aid peace officers, the two classes together forming 13 per cent. of the whole number of the committals; in England, for both classes of offences together, the committals were only 50. Taking the more comprehensive returns of the numbers who were in prison during the year for all offences so as to include persons sent to gaol summarily by the magistrates, as well as those committed for trial by the courts, it appears that the number in England (without reckoning military prisoners) was 1 to every 197 of the population, and in Ireland 1 to every 195. But, as the same person when recommitted within the year was counted again, the number of persons sent to prison was not really so large as this; in Ireland there were 30,712 committals, but the number of persons committed was only 24,639, of whom 15,760 had never been in gaol before. In England 34 per cent. could neither read nor write; in Ireland 46 per cent. In England the females were 30 in every 100 criminals; in Ireland no less than 47. Female prisoners in Ireland are not declining in the same ratio as male, and last year's returns show in a most striking manner the irreclaimable character of many female prisoners. 165 of the male prisoners in Ireland had been in gaol above 11 times, but 688 of the females; 47 of the male prisoners had been there above 20 times, but no less than 336 females. Cork city gaol had in it a woman undergoing her 66th imprisonment. 86 per cent. of the Irish committals were Roman catholics.

Births, Marriages, and Deaths

BIRTHS.

DEWSNAP—On Sept. 19, the wife of Mark Dewsnap, Esq., of Lincoln's-inn, Barrister-at-Law, of a daughter.

WEBSTER—On Sept. 18, at 25, Drayton-grove, West Brompton, the wife of Benjamin Webster, Jun., Esq., Barrister-at-Law, of a daughter.

MARRIAGES.

CRAWFORD—COLLINS—On Sept. 19, S. Knox Crawford, Esq., Solicitor, Supreme Courts, Edinburgh, to Sarah Jane, daughter of the late Knight Collins, Esq., of Flaxton Lodge, Yorkshire.

DAWBER—HULLAND—on Sept. 24, Robert Dawber, Esq., Brewery, Lincoln, to Charlotte Elizabeth, daughter of the late Richard Hulland, Esq., of Lincoln's-inn.

LEVICK—GABB—On Sept. 18, Frederick Levick, Esq., of Shirenewton House, near Chepstow, to Alice Parry, daughter of the late Baker Gabb, Esq., of Llwyn-du, near Abergavenny.

WRIGHT—HUGHES—On Sept. 21, Herbert Wright, Esq., of 6, Waterloo-street, Birmingham, Solicitor, to Helen Marion, daughter of William Hughes, Esq., of Peckham, Surrey.

DEATHS.

DONALDSON—On Sept. 20, William Leverton Donaldson, Esq., Solicitor, of Southampton-street, Bloomsbury-square, in the 59th year of his age.

NAYLOR—On Sept. 15, at Hammersmith, Elisha Naylor, Esq., Solicitor, late Assistant Record Keeper of the Inland Revenue Record Office, Spring-gardens.

Unclaimed Stock in the Bank of England.

The Amount of Stock heretofore standing in the following Names will be transferred to the Party claiming the same, unless other Claimants appear within Three Months:—

REEVES, FREDERICK JOHN HAWKES, Clerk, East Sheen, Surrey, JOHN ACLAND JAMES, Esq., King's College, Cambridge, ADOLPHUS MEETKERKE, Esq., Julians, Herts, and FRANCIS HERBERT GALL, Esq., Trinity College, Cambridge, £2,487 : 19 : 2, 3½ per Cents.—Claimed by the said FRANCIS HERBERT GALL.

London Gazettes.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Sept. 24, 1861.

ASHTON, ROBERT JOHN, Solicitor, 2, Pelham-crescent, Brompton, Middlesex, and New Inn, Strand. *Sol.* Doughty, 41, Montpelier-square, Brompton, Middlesex. Nov. 21.

BUTCHER, THOMAS, Wholesale Grocer, Provision Dealer, and Tallow Chandler, 1, Norfolk-crescent, Bath. *Sol.* Little, 11, Bladud-buildings, Bath. Nov. 20.

FENWICK, Rev. JOHN PEREGRINE LASCELLES, 2, Vineyards, Bath. *Sols.* Mant, Maule, & Robertson, 2, Wood-street, Bath. Nov. 5.

GOULD, CHARLES, Farmer, Aldbourne, Wilts. Charles James, Shillingford, Berks, and Thomas Hicks Chandler, Aldbourne, Wilts, Executors. Nov. 5.

HARRISON, JOHN, Swiller and Farmer, Beckside, near Ulverston, Lancaster, *Sol.* Woodburne, Ulverston. Oct. 19.

JOHNSTON, WILLIAM, Esq., 30, Westbourne-place, Eaton-square. William Sander Higley, Esq., Stamford-hill, Middlesex, and Arthur Frederick Vulliamy, Gent., Ipswich, Suffolk, Executors. Dec. 16.

JONES, Mrs. ELIZA, Widow, 60, Pulteney-street, Bath. *Sols.* Mant, Maule, & Robertson, 2, Wood-street, Bath. Nov. 5.

LAMBERT, EDWARD, Gent., Attercliffe, Yorkshire. *Sols.* J. J. P. & H. Wood, Pavement, York. Nov. 5.

MENZIES, JOHN, Rangoon, Pegu, British Burmah. *Sols.* Oliverson, Lavie, & Peachey, 8, Frederick's-place, Old Jewry, London. Oct. 24.

PRITCHARD, JOHN, Jeweller, Regent-place, Birmingham. *Sols.* Hodgson & Allen, 13, Waterloo-street, Birmingham. Dec. 1.

RICHARDSON, JOSEPH, Bank Manager, Loughborough. *Sol.* Perkins, Loughborough. Nov. 15.

RIDLEY, GEORGE, Gent., Newbrough, Northumberland. *Sol.* Kirsopp, Hexham. Jan. 1.

FRIDAY, Sept. 27, 1861.

BONE, ELIZABETH, Widow, formerly of George-street, Westminster, but late of Gravesend, Kent. *Sols.* Boulton & Sons, Northampton-square, Clerkenwell, Middlesex. Oct. 10.

BONE, WILLIAM, Victualler, George-street, Westminster. *Sols.* Boulton & Son, Northampton-square, Clerkenwell, Middlesex. Oct. 10.

GREGORY, WILLIAM BROCKSOPP, Esq., formerly of Clapham, Surrey, but late of Woodlawn, Loose, Kent. *Sols.* Baker, Baker, & Folder, 52, Lincoln's-inn-Fields. Oct. 31.

HEATH, ISAAC, Gent., Kidderminster. *Sols.* Saunders & Son, Kidderminster. Dec. 10.

HIGHTON, EDWARD, Civil & Telegraphic Engineer, formerly of Clarence Villa, Gloucester-road, Regent's-park, Middlesex. *Sol.* Harley, 30, Broad-street, Bristol. Nov. 30.

MARSH, EDWIN LEE, Plumber, Painter, & Glazier, Dover. Executors, Jane Saunders, Spinster, Canterbury, and Edwin Coleman, Estate Agent, Dover. Jan. 1.

ROBINSON, ABRAHAM, Plumber, 3, Ann's-terrace, Liverpool-road, Islington. *Sols.* Boulton & Sons, Northampton-square, Clerkenwell, Middlesex. Oct. 10.

Creditors under Estates in Chancery.

TUESDAY, Sept. 24, 1861.

BUSH, JOSEPH ANTHONY KELSON, Grocer, Hill-street, Haverfordwest. *Sol.* Smith, 1, Frederick's-place, Old Jewry. Sept. 10.

GILLETT, WILLIAM, Grocer and Draper, Langport, Somersetshire. *Sols.* Newman, Lyon, & Newman, 7, King's Bench-walk, Temple, London, and Yeovil, Somersetshire; or Trenerry, Bristol. Aug 27.

HOPE, ROBERT EDEN, JOHN EDWIN HEATH, and WILLIAM LEIGH HILTON, Oil Merchants, 37, and 38, Mark-lane Chambers, London, and Lodi-street, Limehouse, Middlesex. *Sols.* Hare & Whitfield, 1, Mitre-court, Temple, London. Sept. 20.

PALMER, RICHARD GIBBS, Draper, Bicester, Oxfordshire. *Sol.* Jones, 15, Size-lane, London. Sept. 13.

RODIER, JAMES BICKHAM, Manchester Warehouseman, Queen-street, Exeter. *Sol.* Petherick, Cathedral-yard, Exeter. Sept. 5.

SEED, JOHN, Grocer and Provision Dealer, Keighley, Yorkshire. *Sols.* Weatherhead & Burr, 41, New Bridge-street, Keighley, Yorkshire. Aug. 27.

Assignments for Benefit of Creditors

FRIDAY, Sept. 27, 1861.

DOBSON, JOSEPH, Confectioner, Liverpool (Barker & Dobson). *Sols.* Dodge & Wynne, 7, Union-court, Castle-street, Liverpool. Aug. 29.

FITZE, GEORGE, Grocer, Totnes, Devonshire. *Sol.* C. F. Michelmore, Totnes. Sept. 18.

HORSLEY, CHARLES EDWARD, Professor of Music, Southfield, Wandsworth, Surrey. *Sol.* W. B. Tarrant, 2, Bond-court, Walbrook, London. Aug. 30.

JOHNSON, STAKER KENDRICK, and WILLIAM VOKE, Drapers, 61, Newington-causeway, Surrey. *Sols.* Davidson, Bradbury, & Hardwick, Weaver's-hall, 22, Basinghall-street. Sept. 11.

POWELL, JOHN, Iron Master, Brecon, and Clydach Iron Works, Breconshire. *Sols.* Abbott, Lucas, and Leonard, Bristol. Aug. 30.

SHONE, WILLIAM, Coach Builder & Cab Proprietor, Chester. *Sols.* Hostage & Tatlock, Bridge-street, Chester. Aug. 27.

SNOW, RICHARD CHAPPELL, Grocer, 18, Union-street, Plymouth, Devonshire. *Sol.* Rooker, Plymouth. Sept. 16.

THOMPSON, JOHN WILLIAM, Baker & Grocer, 1, Abercrombie-street, Landport, Portsea, Hants. *Sols.* H. & R. Ford, 170, Queen-street, Portsea. Sept. 13.

Bankrupts.

TUESDAY, Sept. 24, 1861.

ASHWIN, MARTIN RICHARD, Factor, 27, Islington, Birmingham. *Com.* Sanders: Oct. 4 and 25, at 11: Birmingham. *Off. Ass.* Kinnear. *Sols.* Harrison & Wood, Birmingham. *Pet.* Sept. 23.

BROWN, WILLIAM, Apothecary, Somersham and Earith, Huntingdonshire. *Com.* Goulburn: Oct. 7, at 12.30; and Nov. 11, at 12; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Harris & Mee, Bishopsgate-churchyard, London. *Pet.* Sept. 23.

CROSTHWAITE, JOHN, Merchant, Liverpool. *Com.* Perry: Oct. 3 and 24, at 11; Liverpool. *Off. Ass* Turner. *Sols.* Lowndes, Bateson, Lowndes, & Robinson, 3, Brunswick-street, Liverpool. *Pet.* Sept. 23.

HOLDEN, ANDREW, GEORGE HOLDEN, RICHARD HOLDEN, & AMOS HOLDEN, Cotton Manufacturers (Holden, Brothers). *Com.* Jemmett: Oct. 11 and Nov. 14, at 12; Manchester. *Off. Ass.* Fraser. *Sols.* Hall & Janion, Manchester. *Pet.* Sept. 9.

KENT, GEORGE HENRY, Timber Merchant, Stratford-upon-Avon. *Com.* Sanders: Oct. 7 and Oct. 28, at 11; Birmingham. *Off. Ass.* Whitmore. *Sols* Hobbes & Slatter, Stratford-upon-Avon; or James & Knight, Birmingham. *Pet.* Sept. 23.

NIXON, JAMES, Merchant & Commission Agent, Melbourne, Victoria, Australia, and of Liverpool. *Com.* Perry: Oct. 3 and 23, at 11; Liverpool. *Off. Ass.* Turner. *Sol.* Yates, jun., Fenwick-street, Liverpool. *Pet.* Sept. 20.

SHERWOOD, THOMAS, Laceman, Southsea, Portsea, Southampton. *Com.* Holroyd: Oct. 5, at 1; and Nov. 1, at 2.30; Basinghall-street. *Off Ass.* Edwards. *Sols.* Mason, Sturt, & Mason, 7, Gresham-street, London. *Pet.* Sept. 12.

WHITESIDE, WILLIAM, & GEORGE SIMMONS, Gas Engineers & Brass Finishers, 34, Gt. Queen-street, Middlesex. *Com.* Goulburn. Oct. 7, at 2; and Nov. 4, at 1.30; Basinghall-street. *Off. Ass.* Pennell. *Sol.* Murrough, 18, Warwick-court, Gray's-inn, London. *Pet.* Sept. 21.

FRIDAY, Sept. 27, 1861.

BINNEY, RICHARD, & JOSEPH WALKER BINNEY, Stock & Share Brokers, Leeds. *Com.* West: Oct 11 and Nov. 8, at 11; Leeds. *Off. Ass.* Young. *Sols.* Bond & Barwick, Leeds. *Pet.* Sept. 20.

CHURCHILL, HENRY, Builder & Brickmaker, Washington, Sussex. *Com.* Goulburn: Oct. 7, at 11.30; and Nov. 13, at 1; Basinghall-street. *Off. Ass.* Pennell. *Sols.* J. & J. H. Linklater & Hackwood, 7, Walbrook, London. *Pet.* Sept. 20.

DAVID, EDWARD, Innkeeper & Sheep & Cattle Dealer, Bridgend, Glamorgan. *Com.* Hill: Oct. 8, at 11.30, and Nov. 5, at 11; Bristol. *Off. Ass.* Acraman. *Sols.* Edwards & Nalder, Bank-court, Bristol. *Pet.* Sept. 12.

FRANKAU, SIDNEY, Importer of Meerschaum Pipes, 79, Bishopsgate-street Within, London, and 12, Bridge-street, Westminster (Sidney Frankau & Co.) *Com.* Goulburn: Oct. 8, at 11.30, and Nov. 11, at 1; Basinghall-street. *Off. Ass.* Pennell. *Sol.* Brandon, 15, Essex-street, Strand, London. *Pet.* Sept. 24.

HART, WILLIAM, & JOHN HART, Drapers & Grocers, Framlingham and Dennington, Suffolk. *Com.* Fonblanque: Oct. 10, at 12, and Nov. 8, at 11; Basinghall-street. *Off. Ass.* Stansfeld. *Sols.* Mason, Sturt, & Mason, 7, Gresham-street, London, and Miller, Son, & Bugg, Norwich. *Pet.* Aug. 6.

HENLEY, WILLIAM, Printer, Bookseller, & Stationer, 1, Southgate-street, Gloucester. *Com.* Hill: Oct. 8 and Nov. 4, at 11; Bristol. *Off. Ass.* Acraman. *Sol.* Wilkes, Gloucester. *Pet.* Sept. 17.

LYON, JOHN DICKON, Commission Agent, Kingston-upon-Hull. *Com.* Ayrton: Oct. 16 and Nov. 13, at 12; Kingston-upon-Hull. *Off. Ass.* Carrick. *Sols.* Eaton & Bellby, Hull. *Pet.* Sept. 25.

MAILLET, GEORGE ISADORE, Corn Dealer, 8, Westbourne-grove, Bayswater, Middlesex. *Com.* Goulburn: Oct. 8 at 11, and Nov. 11, at 1.30; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Willoughby, Cox, & Lord, 13, Clifford's-inn, London. *Pet.* Sept. 16.

RIDGE, JOHN JAMES, Forest Hill, Kent, and lately carrying on business as a Chemist & Druggist, 10, Freeschool-street, St. John's, Southwark, Surrey. *Com.* Goulburn: Oct. 8, at 3.30: and Nov. 13, at 1.30; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Lawrence, Smith, & Fawdon, 12, Bread-street, Cheapside, London. *Pet.* Sept. 26.

SOTHERAN, JOHN, jun., Builder & General Dealer, Nottingham. *Com.* Sanders: Oct 10 and 29, at 11; Nottingham. *Off. Ass.* Harris. *Sol.* Preston, Nottingham. *Pet.* Sept. 26.

WEATHERLEY, FREDERICK, Draper, 7 Old Chapel-row, Kentish Town, Middlesex. *Com.* Goulburn: Oct. 7, at 1, and Nov. 13, at 12; Basinghall-street. *Off. Ass.* Pennell. *Sols.* Sole, Turner, & Turner, 68, Aldermanbury, London. *Pet.* Sept. 20.

WHITLEY, JOSEPH, Brass Founder, Leeds. *Com.* West: Oct, 7 and Nov. 8, at 11; Leeds. *Off. Ass.* Young. *Sol.* Caris, Leeds. *Pet.* Sept. 26.

WRIGHT, EDWIN, Cowkeeper & Dairyman, Upton, near Slough, Buckinghamshire. *Com.* Goulburn: Oct. 8, at 12.30, and Nov. 13, at 11; Basinghall-street. *Off. Ass.*, Pennell. *Sol.* Cordwell, 22, College-hill, London. *Pet.* Sept. 16.

BANKRUPTCIES ANNULLED.

TUESDAY, Sept. 24, 1861.

COOMBS, WILLIAM GONEGAN, Merchant, St. Peter's-hill, Doctors'-commons, London, and of Halifax, Nova Scotia. Sept. 21.

LEVY, JOSEPH, General Dealer, Finsbury-pavement, London. Aug. 1.

FRIDAY, Sept. 27, 1861.

SHARPLES, JOSEPH, Soft Soap Manufacturer & Manufacturing Chemist Ashton Old-road, Ardwick, near Manchester. Sept. 25.

MEETINGS FOR PROOF OF DEBTS.

TUESDAY, Sept. 24, 1861.

ISAAC DEWHIRST, Worsted Spinner and Commission Agent, Halifax. Oct. 18, at 11; Leeds.—THOMAS LEE, Merchant, 3, George-yard, Lombard-street, London, and 1, Edmund-street, Birmingham. Oct. 3, at 1.30; Basinghall-street.—JAMES JONES SALT, Glass Dealer and Patent Coffin Manufacturer, Birmingham. Nov. 11, at 11; Birmingham.—GEORGE WILSON WARD, Publican, Worcester. Nov. 4. at 11; Birmingham.—ROBERT OVERBURY, Hotel Keeper, Henley-in-Arden, Warwickshire. Nov. 4, at 11; Birmingham.—WILLIAM ROSE, Rope Maker, Birmingham. Nov. 4, at 11; Birmingham.—GEORGE MOORE, Market Gardener, Perry Barr, Staffordshire. Nov. 7, at 11; Birmingham.

FRIDAY, Sept. 27, 1861.

THOMAS COATES, Publican and Wine and Spirit Merchant, Sunderland, Oct. 8, at 11; Newcastle-upon-Tyne.—WILLIAM DOWNES, Grocer and Tea Dealer, Wolverhampton. Nov. 1, at 11; Birmingham.—GEORGE BOWLEY MEDLEY, Underwriter, Highbury-park, North Islington, Middlesex, and 34, Great Tower-street, and of Lloyd's Coffee-house, London. Oct. 19, at 11; Basinghall-street.—ROBERT HARMAN, Corn Dealer and Coal Merchant, Littlewick, Whith Waltham, Berks. Oct. 19, at 11; Basinghall-street.—JOHN CADMAN, Brick Maker, Upholland and Billinge, Lancaster. Oct. 21, at 11; Liverpool.